

Section B – Supplies or Services and Prices/Costs

B.1 Schedule of Services

(a) The Government expects to award multiple contracts as a result of this competition. The Government has not pre-determined the number of contract awards; however, it will be a sufficient number to maintain competition on task orders. It is the Government's intention to award at least one small business. This acquisition will be conducted using full and open competition procedures. The small business award is not considered a small business set-aside. The Government will allocate the work through managed competition between the contractors, in accordance with Section G.

(b) The Period of Performance will be as follows:

| | |
|-------------|-------------------------------------|
| Base Period | September 1, 2008 - August 31, 2009 |
| Option 1 | September 1, 2009 - August 31, 2010 |
| Option 2 | September 1, 2010 - August 31, 2011 |
| Option 3 | September 1, 2012 - August 31, 2013 |
| Option 4 | September 1, 2013 - August 31, 2014 |

(c) Maximum Contract Limitation

The maximum cumulative dollar ceiling value of all contracts in this multiple award procurement is established at \$95 million.

CLIN 001 – All Personnel (1,000,000 hours)

| Period of Performance | Labor Category | Hourly Off-Site Rate | Hourly On-Site Rate |
|---|-----------------------|-----------------------------|----------------------------|
| Base Year September 1, 2008 - August 31, 2009 200,000 hours | | | |
| Option Year 1 September 1, 2009 - August 31, 2010 200,000 hours | | | |
| Option Year 2 September 1, 2010 - August 31, 2011 200,000 hours | | | |
| Option Year 3 September 1, 2011 - August 31, 2012 200,000 hours | | | |
| Option Year 4 September 1, 2012 - August 31, 2013 200,000 hours | | | |
| Total | | | |

B. 2 Optional Quantities

CLIN 002.A (125,000 hours)

| Period of Performance | Labor Category | Hourly Off-Site Rate | Hourly On-Site Rate |
|--|-----------------------|-----------------------------|----------------------------|
| Base Year September 1, 2008 - August 31, 2009 25,000 hours | | | |
| Option Year 1 September 1, 2009 - August 31, 2010 25,000 hours | | | |
| Option Year 2 September 1, 2010 - August 31, 2011 25,000 hours | | | |
| Option Year 3 September 1, 2011 - August 31, 2012 25,000 hours | | | |
| Option Year 4 September 1, 2012 - August 31, 2013 25,000 hours | | | |
| Total | | | |

CLIN 0002.B (125,000 hours)

| Period of Performance | Labor Category | Hourly Off-Site Rate | Hourly On-Site Rate |
|--|-----------------------|-----------------------------|----------------------------|
| Base Year September 1, 2008 - August 31, 2009 25,000 hours | | | |
| Option Year 1 September 1, 2009 - August 31, 2010 25,000 hours | | | |
| Option Year 2 September 1, 2010 - August 31, 2011 25,000 hours | | | |
| Option Year 3 September 1, 2011 - August 31, 2012 25,000 hours | | | |
| Option Year 4 September 1, 2012 - August 31, 2013 25,000 hours | | | |
| Total | | | |

CLIN 0002.C (125,000 hours) Level of Effort

| Period of Performance | Labor Category | Hourly Off-Site Rate | Hourly On-Site Rate |
|---|-----------------------|-----------------------------|----------------------------|
| Base Year September 1, 2008 - August 31, 2009 25,000 hours | | | |
| Option Year 1 September 1, 2009 - August 31, 2010 25,000 hours | | | |
| Option Year 2 September 1, 2010 - August 31, 2011 25,000 hours | | | |
| Option Year 3 September 1, 2011 - August 31, 2012 25,000 hours | | | |
| Option Year 4 September 1, 2012 - August 31, 2013 25,000 hours | | | |
| Total | | | |

B.3 Contract Type (52.216.70) (Mar 2000)

The Government contemplates award of multiple Labor Hour contracts resulting from this solicitation. Each contract will consist of a base period (effective date of award for one year) and four (4) one-year options.

B.4 Task Order Structure

(a) Work to be performed under the terms of this contract will be awarded to the contractor through task orders. All contractors are expected to be able to perform all aspects of the work in Section C. These task orders will be Labor Hour type. The IDEAI contract will issue two types of task orders: discrete task orders for development efforts and level-of-effort task orders for maintenance efforts.

(b) Task orders issued under the contracts will be performance-based and will contain the performance metrics when issued.

(c) Discrete task orders issued will be subject to Earned Value Management (EVM) reporting. See Section B.7 for specific details.

(d) The Government reserves the right to require or otherwise provide preference on Contractor solutions that include specific models of desktop computers, notebooks and monitors,

etc. qualified through the Electronics Products Environmental Assessment Tool (EPEAT) or its successor. Specific requirements will be identified in Task Order Request Packages.

B.4.1. Labor Hour Contract Tasks

(a) The Contractor shall perform all work and provide all required task order deliverables within the level of effort specified below. The Government intends to order up to 200,000 direct labor hours during the contract base year, 200,000 direct labor hours for option year 1, 2, 3, and 4, which represents the Government's best estimate of the level of effort required to fulfill these requirements. The Government anticipates multiple awards under this effort and these labor hours are the cumulative level of effort planned in each base and option year periods (total of all labor hours on all awards resulting from this solicitation) for each contractor.

(b) It is expected that support personnel that contribute to the overall operation of the Contractor's company (that are not IDEAI specific), such as company management, accountants, attorneys, and other company-wide staff, will be indirect charges, and therefore task orders for such labor will not be issued.

B.4.2 Labor Hour Contract Completion Tasks

Task orders issued under the IDEAI contract that are for development efforts, referred to as discrete task orders, are completion tasks.

B.4.3 Labor Hour Pricing Rates

(a) All task orders issued on a Time and Material (T&M) basis will be priced in accordance with the pricing set forth in Section B.1, Labor Rate Tables. The labor rates in this section reflect the fully-burdened rates for each labor category and will apply to all direct labor hours. The loaded hourly rates are ceiling price rates and the Contractor may, at its discretion, elect to propose lower hourly rates on a task by task basis.

(b) Labor. The Section B.1 Labor Rate Tables represents fully-loaded hourly rates for each skill classification. The fully-burdened labor rates include all direct, indirect, general and administrative costs and profit associated with providing the required skill. The fully-burdened labor rates include all labor and labor-related costs, such as, but not limited to, the following list of representative labor-related costs: salaries, wages, bonuses to include stock bonuses, incentive awards, employee stock options, stock appreciation rights, employee stock ownership plans, employee insurance, fringe benefits, contributions to pension, other post-retirement benefits, annuity, employee incentive compensation plans, incentive pay, shift differentials, overtime, vacation time, sick pay, holidays, and all other allowances based upon a comprehensive employee compensation plan. The use of uncompensated overtime is not encouraged. All hourly rates are based on a 40-hour work-week (ex. 2,000 hours per year or in accordance with the Contractor's Cost Accounting Standards (CAS) Disclosure Statement), if available.

- (1) Government Site Rates. When performing at Government sites, the Contractor shall furnish fully-burdened labor rates. The Government will provide only office space, furniture, office equipment, and supplies as specified in the individual Task Orders. Office equipment would include the use of personal computers and office automation software, to the extent that the contractor personnel have been granted access to USPTO IT systems. For pricing purposes, offerors should assume Government provision of personal computers.
- (2) Contractor Site Rates. When performing at a Contractor site, the Contractor shall furnish fully-burdened labor rates which include loads for office space and all normal supplies and services required to support the work. This includes, but is not limited to, telephones, faxes, copiers, personal computers, postage (to include courier services such as Federal Express), ordinary business software

(e.g., word processing, spreadsheets, graphics, etc.), normal copying and reproduction costs.

(c) Program Management Support Costs. Contract-level program management support costs are included in the total hourly labor rates for each task order, and encompass support for contract-level management, reporting requirements (See Section F) and related travel and meeting attendance costs associated with the Contractor's program management staff, as it relates to overall management of the IDEAI Program. These "program management" support costs are differentiated from individual task order "Task Order Manager" or "Project Manager" support costs, which are billed as direct costs against individual task orders for direct support to the effort performed under those task orders. This will result in direct billings at the task order level for labor hours in the "Task Order Manager" or "Project Manager" categories, to specifically support project management for the task order.

B.4.4 Rate Refreshment

(a) The labor rates are fixed for all contract year periods, however, the Contractor may submit a proposal reducing the fixed labor rates at any time during the life of this contract. The proposed labor rates for the out years for Option 1 – Option 4 should be all inclusive of any escalations. The Government will review these proposals and determine if the revised rates are realistic and in the best interest of the Government. If the rates are accepted, the Government will modify the contract by incorporating the new rates into the Section B.1 Labor Rate Tables.

(b) At any time and throughout the life of the contract, at the request of either the Contractor or the Government, the Contractor may propose additional labor categories, rates and descriptions in addition to the Government labor categories. These additional labor categories, rates and descriptions will be negotiated on a case-by-case basis (See Section G. for process). The additional categories, rates and descriptions proposed, upon determination by the Government that they are fair and reasonable, will be incorporated by modification into the Section B.1 Labor Rate Tables of this contract.

B.4.5 Other Direct Costs (ODCs)

(a) ODCs consist of materials, and task order related travel costs. The cost of general purpose items required for the conduct of the Contractor's normal business operations will not be considered an allowable ODC in the performance of task orders under this contract. Local travel from the contractor's site to the USPTO will be all inclusive in the proposed fully burdened labor rates.

(b) All ODCs associated with this contract will be included in task orders and shall be authorized by the Contracting Officer (CO). Other direct costs include all direct costs of a task order that are not attributable to the labor categories. ODCs shall be reimbursed on a time and material basis, unless otherwise negotiated prior to issuance of a task order. Any travel cost associated with this contract, if applicable, shall be in accordance with the Federal Travel Regulations.

B.5 Task Orders

(a) The USPTO will provide each vendor with a Task Statement of Work (SOW) for each task order to be issued. Each vendor is required to submit a Resource Estimate (FN07) for each Task SOW provided. Resource Estimates shall follow the format specified in Section J.2.A.3, Attachment 3. The USPTO will make an award selection based upon the resource estimates.

(b) The Contractor shall perform work under this contract as specified in written task orders issued by the Contracting Officer and as specified in the Task Management Plan (TM02) (refer to Section J.2.A.7, Attachment 7).

(c) Every task order will be required to have a Task Management Plan as specified in CDRL TM02. Each Task Order will include:

- (1) A numerical designation
- (2) The estimate of required labor hours and cost ceiling
- (3) The period of performance and schedule of deliverables
- (4) The description of the work (consisting of clearly defined task objectives, scope, methodology, resource requirements, and milestones)
- (5) Identification of the period (base, option period 1, etc.) to which the Task Order is to be charged if the contract includes overlapping periods.

(d) The Contractor shall acknowledge receipt of each task order by returning to the Contracting Officer a signed copy of the task order within five (5) calendar days after its receipt. The Contractor shall begin work on the Task Order in accordance with the effective date indicated on the Task Order.

(e) Task orders shall not change any terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall notify the Contracting Officer within five (5) calendar days after receipt of a task order. In the event of a discrepancy between the terms and conditions of the contract and the terms and conditions of a task order issued under the contract, the terms and conditions of the contract shall take precedence until a clarification is made, in writing, by the Contracting Officer.

B.6 Task Order Implementation

(a) All discrete task orders must have a baselined project plan before the task order will be negotiated and approved. Level-of-effort type task orders will not require a project plan but will require a detailed tasking description that describes each task to be performed, the work or deliverables to be produced, and deliverable due dates. Task Order modifications shall be documented by a Task Management Plan revision (CDRL TM02) (refer to Section J.2.A.3, Attachment 7 of this solicitation).

(b) Following execution of the Task Order, technical clarifications may be issued in writing at any time by the COTR to amplify or provide additional guidance to the Contractor regarding the performance of the Task Order.

(c) Pursuant to the FAR Clause 52.243-7, "Notification of Changes," as contained in Section 1.9 of this solicitation, the Contractor shall notify the Contracting Officer immediately of any instructions or guidance the Contractor considers to be a change to the Task Order which will impact the cost, schedule or deliverable content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally amended to reflect modifications to tasking. The Contractor is responsible for revising the work plan to reflect task order amendments within 5 working days following negotiation or issuance of a modification of the task order.

B.7 Earned Value Management System – Task Orders

Each Task Order, when issued, will indicate whether Earned Value Management applies. When Earned Value Management applies:

(a) In the performance of a Task Order the contractor shall use an earned value management system (EVMS) to manage the Task Order. The contractor must use an EVMS that

has been recognized by the Contracting Officer (CO) as compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of Task Order issuance).

- (1) Earned Value Management (EVM) shall be applicable to discrete task orders that exceed \$200,000 and exceed 90 days to complete.
- (2) The contractor will submit contract performance reports in the following format(s):
 - a. USPTO template (Attachment J.2.E)
 - b. Explanations and Problem Analyses for each task order
- (3) The Contractor shall submit the contract performance reports on a monthly basis no later than the 25th day of each month. In the case of the initial contract performance report submission, if USPTO does not approve the Task Management Plan by the 18th of the month, the initial contract performance report submission is not due until the 25th of the following month. When the 25th falls on a Saturday, Sunday, or government holiday, the contract performance reports will be due on the next business day. The contract performance reports are in addition to the required Monthly Status Report (MSR).
- (4) The contract performance report will be transmitted to the USPTO in the specified format program (e.g., Excel) via email to the COTR. The USPTO reserves the right to change the specified format or program in advance in which the contractor performance report will be submitted. In the event USPTO requires a different format, the Contractor will be notified at least 60 days in advance. The delivery of the first report in the new format will be negotiable.

(b) If, at the time of Task Order issuance, the Contractor's EVMS has not been recognized by the CO as complying with EVMS guidelines (or the Contractor does not have an existing earned value management system that is compliant with the guidelines in ANSI/EAI - 748 (current version at time of Task Order issuance)), the Contractor shall use this non-compliant or non-validated system for an interim period, which will be negotiable between the Government and the Contractor. At the end of the agreed upon interim period, the Contractor shall be prepared to demonstrate to the CO that the EVMS complies with the EVMS guidelines referenced in paragraph (a) of this clause.

(c) Unless a waiver is granted by the CO, any contractor proposed EVMS changes require approval of the CO, prior to implementation. The CO shall advise the contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the contractor. If the advance approval requirements are waived by the CO, the contractor shall disclose EVMS changes to the CO at least 14 calendar days prior to the effective date of implementation.

(d) The contractor agrees to provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, to the performance criteria referenced in paragraph (a) of this clause. Pertinent records may include all supporting documentation that supports the information contained in the contract performance report.

(e) The contractor shall require the subcontractors specified below to comply with the requirements of this clause: (Insert list of applicable subcontractors)

(TBD)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS

The contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), in performance of the following Statement of Work/Specifications.

C.1.1 Background

(a) The mission of the United States Patent and Trademark Office (USPTO) is to administer the laws and regulations related to patents and trademarks in order to promote industrial and technical progress in the United States and strengthen the national economy. The USPTO carries out its mission by examining patent and trademark applications, issuing patents and registering trademarks, disseminating patent and trademark information to the public and by encouraging a domestic and international climate in which intellectual property can flourish.

(b) Consistent with the President's Management Agenda, the USPTO is committed to improving transparency in its operations so as to enhance quality and public confidence. This means reporting more, better and more meaningful information about workloads and performance. It also means the information shall present a real basis for measuring improvements. The USPTO estimates that by the year 2012 over 692,000 patent applications (up from 445,613 in 2006) and more than 517,000 trademark applications (up from 354,775 in 2006) will be submitted annually. An estimated 1,200 additional Patent examiners are to be hired each year for the next five years in an attempt to reduce patent pendency, which will substantially increase system and network workloads. To support this significant increase in workloads, the USPTO is aggressively pursuing the design, development of new automated information systems and the refinement of existing information systems that will provide automated support to the patent and trademark application processing and examination functions, and dissemination of patent and trademark information to the public through the year 2012 and beyond. If the USPTO is to be ready to meet the challenges brought on by the aforementioned increases in application filings, it must meet tight deadlines for its system design and development activities, which underscores the importance of prescribing sound foundational designs.

(c) The USPTO is supported by an information technology (IT) infrastructure of hardware, system software, and network communications that have been deployed in support of the mission of the USPTO. The IT infrastructure provides access to application systems and office automation tools used in the performance of the work processes. The USPTO's highest level of management has placed an extremely high priority on providing consistent, available, and reliable network and data processing services. Also inherent in this process is providing for the expansion of services and capabilities. During the FY2008 to FY2013 time frame, significant growth in filings and hiring is expected to occur. Projects are in development for:

- (1) Initiating a search exploration project to redesign the patent search systems by exploring commercial and public search capabilities and identifying user requirements.
- (2) Enhancing search quality by improving examiners' ability to retrieve the most relevant prior art in the examination process.
- (3) Modernizing the electronic data processing infrastructure to include a robust text-based electronic patent application file management system.

- (4) Implementing electronic workflow environment to manage documentation from pre-examination through post-examination, to provide more automated communications with internal and external customers, to permit real-time monitoring of applications and to implement tighter integration between all supporting automation information.
- (5) Expanding/enhancing electronic filing.

(d) All of these projects shall require expansion and/or alteration of the infrastructure. Further, rapid delivery of automated systems requires upgrading USPTO's development infrastructure, software processes, and methodology.

(e) Notable operational enhancement activities include:

- (1) Enhancing technology capabilities of automated information systems and infrastructure to provide external access to the USPTO automated information systems in a secure controlled manner.
- (2) Integrating automated information systems to support the electronic workflow of a post-grant document review process.
- (3) Continuing an information technology security program for fully certifying and accrediting the security of every automated information system.
- (4) Developing an Enterprise Architecture (EA) program and standards based on industry best practices, compliant with the Federal Enterprise Architecture (FEA).
- (5) Enhancing and simplifying the technology infrastructure to support business operations in an electronic government environment.
- (6) Using the USPTO Software Development Life Cycle (SDLC) practices for improved performance.

(f) The automated information systems under development are complex in scope and far-reaching in application, both within and outside the USPTO. Successful development is largely dependent upon the collective efforts of a staff of diverse technical specialists able to quickly respond to the many variables and conditions that accompany a design and deployment effort of this proportion. There is a need for specialized areas of expertise especially in rapidly changing or evolving technologies. It is neither practical nor cost-effective, however, to fully staff all of these specialties in-house on a permanent, long-term basis because the need may be intermittent and short-term.

C.2. Purpose

(a) The USPTO has a continuing requirement for Infrastructure, Design, Engineering, Architecture, and Integration, (IDEAI) contractor(s) to serve as an independent, objective, and expert technical advice and assistance for ongoing and future information technology initiatives. The requirement is to provide: System Design, Infrastructure Engineering, Network Engineering, System Engineering, Accessibility Engineering, Enterprise Architecture, Data Architecture, Application Architecture, Security Architecture, Security Engineering, and System Development Life Cycle Support, design of infrastructure system components, and may also serve as an unbiased third party in the review of other Government contractors' plans, performance, and products.

(b) The contractor shall perform system design and engineering activities in support of the design and implementation of new automated information systems, enhancement of existing systems, and designing and implementing changes to the infrastructure. The contractor's work shall provide support to the patent and trademark application processing and examination

functions, USPTO management and administrative systems, and dissemination of patent and trademark information to the public through the year 2012 and beyond.

(c) Examples of technical efforts include, but are not limited to, the design and implementation of: distributed computer systems; office automation capabilities linked together through a USPTO-wide and wide area or remote (Telework) communications network; capabilities for full deployment of the automated patent text and image search, storage, and retrieval systems; capabilities providing automated support of administrative and management functions; automation of patent application receipt, assignment, and tracking functions, including the electronic receipt of all patent applications; optical character recognition capabilities; and patent and trademark application receipt and processing. The contractor shall provide design and implementation of changes to the infrastructure, as well as, research, technical and systems engineering advice, support in the development of advanced capabilities for information dissemination and exchange, and support of information technology security. The contractor shall support software process and tools improvement, and software development methodology improvement.

C.3 Scope of Work

C.3.1 Infrastructure, Design, Engineering, Architecture, and Integration

The Contractor shall provide technical support for any and all phases of system design through deployment to ensure USPTO/OCIO IT solutions will enable their users to meet their mission goals and objectives. These efforts include the full range of infrastructure engineering design, enterprise architecture standards, prototyping, integration, including, but not limited to, concept development, planning, requirements definition and analysis, systems design, integration, and deployment (e.g., Business Continuity Disaster Recovery (BCDR), Patent File Wrapper (PFW)).

C.3.2 System Development Life Cycle Enhancement

(a) The USPTO's new Systems Development Life Cycle (SDLC) framework addresses an eight-phase systems development approach that specifies entrance and exit criteria, related artifacts, and reviews for each phase.

- (1) Intake Phase
- (2) Analysis and Planning Phase
- (3) Requirements Phase
- (4) Design Phase
- (5) Development Phase
- (6) FQT (Functional Qualification Testing) Phase
- (7) Deployment Phase
- (8) Operation and Retirement Phase

(b) The contractor shall adhere to the supporting SDLC processes and any modifications that are implemented by the USPTO as the processes mature.

C.4 Knowledge Transfer

As the USPTO prepares to complete a project with the assistance of a contractor, it is looking toward preserving the knowledge that the contractor has amassed over the duration of the

project. Knowledge transfer is one method for ensuring that accumulated wisdom does not leave the USPTO once the contractor moves on. Throughout the duration of the contract, the contractor shall implement a continuing knowledge transfer program to the USPTO to ensure that the USPTO does not lose this valuable information and data. This may be in addition to the requirements for the documentation required under the SDLC.

C.5 Problem Notification

The contractor shall notify the USPTO's Contracting Officer and COTR immediately of all problems that impact or potentially impact the contract, deliverable(s), or project schedule. Such notifications shall be made verbally during normal work hours or at the beginning of the next Government workday. For each problem encountered, verbal notification shall be followed by a written report to the Contracting Officer and copy to the COTR within 24 hours after the identification of the problem. This written report shall be submitted in accordance with the format and criteria contained in the Problem Notification Letter (Contract Deliverable No. PN01), provided in Attachment J.2.A.5.

C.6 Earned Value Management System (EVMS)

The contractor shall use an ANSI 748 compliant EVMS to report earned value.

C.7 Qualifications of Contractor Personnel

(a) The contractor shall propose the labor mix necessary to complete each issued task order.

(b) The USPTO will not provide or pay for training, conferences, or seminars to be given to contractor personnel in order for them to perform their tasks, with the exception of USPTO-specific and specialized training not obtainable outside the USPTO (e.g., patent examination process class). The contractor is expected to provide trained, knowledgeable personnel according to the requirement of the Task Order. If it is determined during the performance of the task order that training, conferences, or seminars not specified in the task order are required, only the Contracting Officer may approve the training.

SECTION D - PACKAGING AND MARKING

D.1 Packaging

(a) All items shall be preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe and timely delivery at the destination, in accordance with applicable security requirements.

(b) Cover letters and deliverables are to be assembled together in one complete package; with the exception of technical deliverables required under task orders, addressed to the Contracting Officer. The Contractor is to furnish the Contracting Officer only the cover letters for technical deliverables. This does not apply to any contractual administration documents that the Contractor is required to send to the Contracting Officer.

(c) All deliverables shall be accompanied by a Receipt for Documentation (refer to Section J.2.A.8, Attachment 8 for the format). The USPTO will date/time stamp the receipt and return it to the Contractor for their records.

(d) **PROCUREMENT SENSITIVE MATERIALS** -- All procurement sensitive documents delivered to the USPTO shall be bound under a red cover for easy identification. Procurement sensitive deliverables must be packaged for delivery in a sealed, addressed envelope or box (using the Receipt for Documentation). The envelope or box must be stamped with the procurement sensitive notification. Delivery of procurement sensitive deliverables shall follow the same procedures used for other contract correspondence/deliverables.

(e) Other special packaging provisions may be specified in any Task Order issued under this contract.

D.2 Marking

(a) The contractor shall ensure that all invoices, correspondence, and deliverables are identified with a document control number. The document control number shall identify the contractor and the calendar year, and provide a unique number as identification for the document. For example: XXAA-08-005.

(b) **PROPRIETARY OR SENSITIVE MATERIAL** -- The contractor shall isolate all material which it asserts is "proprietary" or "sensitive," and shall provide that material within an appendix or appendices. This isolation includes both material for which the contractor asserts its own rights and material that the contractor asserts is proprietary to other vendor or vendors. The contractor shall appropriately mark that appendix or those appendices; the contractor shall not mark any other pages of the document deliverables. The contractor shall refer the reader, in the main text, to the appendix or appendices. The contractor shall mark the cover of each and every document deliverable with a statement. That cover statement shall: 1) state that there is no proprietary content on unmarked pages; 2) identify the appendix or appendices which contain proprietary content; 3) state the USPTO has complete freedom to distribute the document, without the marked parts, to anyone, including other companies, foreign governments, foreign nationals, and academia; 4) state that the contractor assumes full responsibility for the correct isolation of proprietary content of the marked appendix or appendices. Within the marked appendix or appendices, the contractor also shall provide instructions for handling the information (e.g., "When this information is no longer of use to the Government, return to the contractor or ensure this section is shredded," "After x years, this information is no longer considered sensitive, and may be freely distributed or disposed"). This requirement applies to all tasks under this contract.

(c) **PROCUREMENT SENSITIVE MATERIAL** -- The contractor shall be responsible for identifying all procurement sensitive documentation. All procurement sensitive documentation shall be properly marked with a statement that the document contains procurement sensitive information.

(d) All deliverables prepared and submitted by the contractor to the Government shall include the following information on the cover page of each document:

- (1) Document control number
- (2) Contract number
- (3) Task order number
- (4) Task number
- (5) Activity Number
- (6) Deliverable Number
- (7) Deliverable ID
- (8) CDRL Number or TSG Number
- (9) Date of document
- (10) Cover statement, as required by this clause, that shall:
 - a. State that there is no proprietary content on unmarked pages
 - b. Identify the appendix or appendices that contain proprietary content
 - c. State the USPTO has complete freedom to distribute the document, without the marked parts, to anyone whomsoever, including other companies, foreign governments, foreign nationals, and academia
 - d. State that the contractor assumes full responsibility for the correct isolation of proprietary content of the marked appendix or appendices.
- (11) Within the marked appendix or appendices, the contractor also shall provide instructions for handling the information (e.g., "When this information is no longer of use to the Government, return to the contractor or ensure this section is shredded," "After x years, this information is no longer considered sensitive, and may be freely distributed or disposed").

D.3 Special Distribution Requirements

(a) There is to be only one delivery of documents each business day. Documents shall be delivered no later than 2:00 p.m. each business day. The contractor shall be responsible for providing a courier to deliver correspondence/deliverables daily and to pick up correspondence going back to the Contractor. Commercial delivery services, such as FedEx, for regular daily delivery are not to be used except in extenuating circumstances.

(b) The contractor is required to provide the following originals or copies of the original report or deliverable as designated to the following:

- (1) Original Cover Letter only - Contracting Officer
- (2) One (1) Copy - Contracting Officer's Technical Representative
- (3) One (1) Copy - The Task Order Manager

- (4) One (1) Electronic Copy – Contracting Officer's Technical Representative
- (5) Copies, as specified within an individual task, will be distributed to the USPTO Task Order Manager for distribution to appropriate USPTO staff.

(c) All copies shall be delivered for centralized control and distribution to the attention of the COTR, U.S. Patent and Trademark Office, 600 Dulany Street, P.O. Box 1450, MDW 4C70, Alexandria, VA 22313-1450; or if hand delivered: 600 Dulany Street, MDW Rm 04C70, Alexandria, VA 22314.

D.4 Equipment Removal

All Contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the Contractor, at the Contractor's expense, within 10 calendar days after contract expiration, or as mutually agreed by the Government and the Contractor. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the Contracting Officer. Specific requirements will be addressed in individual TOs.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 Clause Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/index.html>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| NUMBER | TITLE | DATE |
|---------------|---|-------------|
| 52.246.6 | INSPECTION – TIME-AND-MATERIAL AND LABOR-HOUR | MAY 2001 |

E.2 Inspection and Acceptance

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under each task order issued under this contract.

(b) Inspection and acceptance will be performed at:

U.S. Patent and Trademark Office
600 Dulany Street, MDW Rm (TBD)
Alexandria, VA 22314-5782

(c) Deliverables will be accepted or rejected by a COTR. The COTR will be appointed by the Contracting Officer and identified in the contract.

(d) All reports, documents, and narrative-type deliverables (except as specified within an individual task order) shall be submitted in draft and final form, in both hard copy and electronic file format. Unless otherwise specified in task orders, the Government will have fifteen (15) working days to determine the acceptability of all completed draft deliverables (the USPTO views draft deliverables essentially as final documents that do not have USPTO comments incorporated within). Any deficiencies shall then be corrected by the contractor and incorporated into the final deliverable within ten (10) working days. The Government will have ten (10) working days to determine the acceptability of completed final deliverables. Deficiencies in final deliverables shall be corrected by the contractor within ten (10) working days.

(e) Deliverables, both hardcopy and software, will be accepted when all discrepancies, errors, or other deficiencies have been resolved to the Government's satisfaction.

(f) Acceptance or rejection of all submitted deliverables (both draft and final) will be formally communicated in writing from the COTR within the timeframe specified. All notifications of rejection will be accompanied by specific justification or substantiation of the reason(s) for rejection.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 Clauses Incorporated by Reference (JUN 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| NUMBER | TITLE | DATE |
|---------------|---|-------------|
| 52.242-15 | STOP-WORK ORDER Alternate I (APR 1984) | AUG 1989 |

F.2 Period of Performance

(a) The period of performance of this contract, excluding options, shall be from the effective date of the contract for one year. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

| <u>Period</u> | <u>Start Date</u> | <u>End Date</u> |
|---------------|-------------------|-----------------|
| Option I | September 1, 2009 | August 31, 2010 |
| Option II | September 1, 2010 | August 31, 2011 |
| Option III | September 1, 2011 | August 31, 2012 |
| Option IV | September 1, 2012 | August 31, 2013 |

F.3 Place of Performance

(a) The work under Section C, Description/Specifications/Work Statement, is to be performed primarily at the contractor's facility (unless otherwise specified in the task order). However, meetings will be held at the USPTO in Alexandria, Virginia.

(b) As specified in individual task orders, contractor staff identified as critical to the level of effort during certain activities may be required to work at (a) site(s) specified and provided by the Government. The Government may furnish the necessary office space, office furniture, equipment, and telephones as required, on-site. Any facilities and/or equipment provided to the contractor by the Government shall be used exclusively for the performance of contract tasks.

F.4 Key Personnel

In accordance with Section H.1, key personnel shall include a Program Manager.

F.5 Meetings

(a) The contractor shall conduct monthly Task Order Status Reviews with the USPTO's COTR or his/her representative. Subjects for discussion at the meetings shall include at a minimum; but are not limited to:

- (1) Work completed during the reporting period.
- (2) Technical status reports on all tasks.
- (3) Financial status reports on all tasks.

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- (4) Work schedule for the next reporting period.
- (5) Identification of any problems or delays and recommendations as to their resolution with reference to the problem reports submitted in the interim.

The contractor shall make available all technical personnel associated with the project work areas, which are related to the topics that are listed in the proposed agenda.

(b) Other meetings between the contractor and the USPTO will be held on an "as required" basis during the performance of the contract. The majority of the meetings will be held at the U.S. Patent and Trademark Office, Madison Building (600 Dulany St., Alexandria, VA 22314); however, meetings may also be held at the contractor's facility when determined appropriate by the COTR. The contractor shall be able to attend any meeting called by the USPTO when given a thirty-minute advance notice of such a meeting. As requested, the contractor shall prepare and submit written minutes of all meetings in accordance with the format and criteria contained in Minutes of Meetings (Contract Deliverable No. GD17), provided as Attachment J.2.A.6.

F.6 Contract Deliverables

(a) The following shall be delivered to the USPTO as required in accordance with the format and criteria shown in Section J.2 List of CDRL Attachments to this solicitation:

- (1) Monthly Status Report (Contract Deliverable No. FN01)
- (2) Reserved
- (3) Resource Estimate (Contract Deliverable No. FN07)
- (4) Letter of Completion (Contract Deliverable No. GD16)
- (5) Problem Notification Letter (Contract Deliverable No. PN01)
- (6) Minutes of Meetings (Contract Deliverable No. GD17)
- (7) Task Management Plan (Contract Deliverable No. TM02)
- (8) Receipt for Documentation
- (9) Reserved
- (10) Weekly Funding Analysis Report
- (11) Invoices
- (12) Earned Value Management Format Template

(b) Other technical products shall be provided to the USPTO as required in task orders.

F.7 Deliverable Medium

The number of copies, specific instructions for the medium and format for electronic copies, and other instructions about these deliverables will be specified in the task order(s). However, general instructions are as follows:

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(a) The contractor shall provide copies of all draft and final deliverables on electronic medium to the USPTO in the following format, unless otherwise specified within individual task orders:

- (1) CD/DVD – Shall be labeled with task order number, title and deliverable number.
- (2) Narrative compatible with USPTO's Windows XP for processing software applications.

(b) Tables, files, graphics and other information not incorporated into word processed documents (e.g. that are generated by CASE or IDEF tools) shall be delivered on CD/DVD in a format compatible with USPTO's Windows XP operating system office automation or system development application software, as appropriate. As of the release date of the RFP, USPTO office automation applications include: Microsoft Word 2003, Microsoft Excel 2003, Microsoft Outlook 2003, Microsoft Project Standard 2003, Microsoft Access 2003, and Microsoft PowerPoint 2003.

F.8 Task Orders Performance Period and Pricing

(a) Task Orders (TOs) may be issued at any time during the base period and/or option periods. The performance period will be specified in the TO. TOs may be issued which extend up to six (6) months beyond the expiration date of this contract. TOs shall be priced using the Section B rates that will be applicable to the TO's anticipated period of performance.

(b) For purposes of TOs that extend beyond the expiration date of the contract, the final contract year's pricing shall be used.

F.9 Option To Extend Term Of Contract (FAR 52.217-9) (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at any time within the term of the contract, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

F.10 Delivery

The items required under each individual TO shall be delivered and received at destination within the timeframe specified in each order.

F.11 Reserved

F.12 Deliverables

(a) All applicable deliverables, their required delivery dates, and destination of delivery will be specified in each task order issued under this contract. The schedule for completion of work to be performed under this contract will be delineated in each TO issued under this contract, as applicable.

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(b) For purposes of delivery, all deliverables shall be made by 2:00 P.M. Eastern Standard Time (EST) local time (Washington, DC) at destination, Monday through Friday, unless stated otherwise in the TO.

(c) All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification of the presence of a virus.

(d) Each contract-level and TO-level deliverable shall be accompanied by a cover letter from the Contractor on Company letterhead and in accordance with D.2 Marking.

(e) In the event the Contractor anticipates difficulty in complying with any contract-level delivery schedule, the Contractor shall immediately provide written notice to the Contracting Officer. For any task order level deliverable, the Contractor shall provide written notification immediately to the Contracting Officer and COTR. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery; PROVIDED, that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

F.13 Task Order Status Report

(a) The contractor shall submit written monthly progress and status reports and electronic download of Task Order Actual Cost (Number of hours expended X labor category X labor category rate, and any ODCs) 15 calendar days after the end of each calendar month. The contractor shall be able to track budgets and expenditures at the program code level. The contractor shall prepare and submit four (4) copies to the Government; three (3) copies shall be provided to the COTR and one (1) copy to the Contracting Officer. A progress report shall contain, at a minimum, the following items:

- (1) A summary of progress made during the month of each task and subtask initiated, under way, and completed.
- (2) A comparison of progress made with the plans for each task and subtask.
- (3) A summary of planned activities to be conducted during the next month on each task or subtask that is active or to be initiated.
- (4) A summary of staff hours and funds expended during the month, expended to date, and remaining for each task and the total project.
- (5) Earned value for discrete task orders.
- (6) A description of major difficulties that have been encountered which may delay task completion or product delivery, and statements of the steps to be taken to solve the problem.
- (7) A description of the project's goals for supporting the USPTO EA, a statement on steps being taken to meet those goals, the status of those efforts, and metrics for tracking project's compliance with the USPTO EA. Metrics include EA cost savings and cost avoidance realized through re-use, participation in e-government initiatives and the SmartBuy program.

(b) If there are no problems, all monthly progress reports shall include a written statement, as follows, certifying to the absence of progress problem:

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- (1) "The contractor hereby certifies that it recognizes no problems which affected progress during the current reporting period."

(c) The progress report and electronic download shall be submitted in accordance with the format and criteria provided in the Monthly Status Report (Contract Deliverable No. FN01) included in Section J.2.A.1.

F.14 Subcontracting Plan Reports

Large Businesses shall submit periodic reports which show compliance with their subcontracting plan. The Contractor shall submit Standard Form (SF) 294 and 295 in accordance with the instructions on the forms. The Contractor shall ensure that their Subcontractors agree to submit the forms, which forms are described in Sections F.15.1 and F.15.2, below. The SF-294 and SF-295 forms are available online at the General Services Administration web address: <http://www.gsa.gov/forms>

F.15 Electronic Subcontracting Reporting System

(a) The requirement for the submittal of paper versions of Standard Form (SF) 294, Subcontracting Reports for Individual Contracts, and SF 295, Summary Subcontract Reports, as provided in FAR 52.219-9 (j) is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS) at <http://www.esrs.gov/>.

(b) The offeror's subcontracting plan shall include assurances that the offeror will (1) submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS and (2) ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

(c) The contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702.

F.15.1 Subcontracting Report For Individual Contracts

The Contractor shall submit SF-294, Subcontracting Report For Individual Contracts electronically via the Electronic Subcontract Reporting System (eSRS)* within 30 calendar days after the close of each calendar period: (1) April 30 for the period October 1 through March 31 and (2) October 30 for the period April 1 through September 30. The SF-294 report is required for all Contractors submitting individual or master subcontracting plans.

F.15.2 Summary Subcontract Report (SF-295)

The Contractor shall submit SF-295, Summary Subcontract Report electronically via the Electronic Subcontract Reporting System (eSRS)*. The report is due October 30th for the calendar period October 1 through September 30.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Contracting Officer's Authority

The Contracting Officer is the only person authorized to make any changes, or approve any changes in the requirements of this contract, and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been without authority and no adjustment will be made in the contract price to cover any increase in costs occurred as a result thereof.

G.2 Contracting Officer's Technical Representative (COTR)

(a) (To be designated at time of award), is hereby designated as the Contracting Officer's Technical Representative. The COTR may be changed at any time by the Government without prior notice to the contractor, but notification of the change, including the name and address of the successor COTR, will be promptly provided to the contractor by the Contracting Officer in writing. The COTR is located at the U.S. Patent and Trademark Office, 600 Dulany Street, Alexandria, VA 22314-5782.

(b) The responsibilities and limitations of the COTR are as follows:

- (1) The Contracting Officer's Technical Representative is responsible for the technical aspects of the project and is the technical liaison with the contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. An alternative COTR may be named by the Contracting Officer, in the absence of the COTR.

G.3 Government-Furnished Property

Individual task orders will list any Government-furnished property or facilities to be provided to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with provisions of the "Government Property" clause.

G.4 Government-Furnished Data

(a) Individual task orders will list any Government-furnished data or reference documents to be provided, with specified delivery dates, to the contractor for use in the performance of this contract. If the data or reference document, suitable for its intended use, is not delivered to the contractor by the specified date, the COTR will be immediately notified by the contractor, with the contractor indicating the impact and requesting direction from the COTR.

(b) Title to Government-furnished data and reference documents shall remain with the Government.

(c) The contractor shall use the Government-furnished data and reference documents only in connection with this contract.

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(d) Government-furnished data and reference documents will be returned to the Government upon conclusion of the task order or as otherwise specified.

G.5 Government-Furnished Equipment (GFE)

(a) Individual task orders will list any Government-furnished equipment to be provided, with specified delivery dates, to the Contractor for use in the performance of this contract. If the equipment, suitable for its intended use, is not delivered to the contractor by the specified date, the Contractor will immediately notify the COTR, with the Contractor indicating the impact and requesting direction from the COTR.

(b) Title to Government-Furnished equipment shall remain with the Government.

(c) The Contractor shall use the Government-Furnished equipment only in connection with this contract.

(d) Government-Furnished equipment will be returned to the Government upon conclusion of the task order; or as otherwise specified.

(e) The Contractor shall allocate time and the use of appropriate personnel at the contractor site for all GFE, purchased equipment, hardware, and software for the USPTO's physical inventory conducted at the end of each fiscal year.

G.6 Invoices

(a) Invoices shall be submitted in an original and 2 copies to the U.S. Patent and Trademark Office. Costs being billed for individual task orders shall be invoiced separately. Billing for more than one task order per invoice is not allowed. Invoices shall be submitted on a monthly basis or as mutually agreed upon as follows:

Original to:

U.S. Patent and Trademark Office
Office of Finance
Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450

Copy 1:

U.S. Patent and Trademark Office
Office of Procurement
Contracting Officer (TBD)
Mail Stop 6
P.O. Box 1450
Alexandria, VA 22313-1450

Or if hand-delivered to:

U.S. Patent and Trademark Office
Office of Procurement
600 Dulany Street, MDE 7th Floor
Alexandria, VA 22314

Copy 2 :

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U.S. Patent and Trademark Office
Acquisition Management Division
Contracting Officer's Technical Representative (COTR)
600 Dulany Street, MDW 04/C70
P.O. Box 1450
Alexandria, VA 22313-1450

Or if hand-delivered :

U.S. Patent and Trademark Office
Acquisition Management Division
Contracting Officer's Technical Representative (COTR)
600 Dulany Street, MDW 04/C70
Alexandria, VA 22314

(b) To constitute a properly submitted invoice, the Contractor shall submit the following documents, when applicable, with the submission of the Contractor's invoice:

- (1) Name of the business concern, address, and invoice date
- (2) Contract number
- (3) Task Order Number
- (4) Period covered by the invoice
- (5) Name, title, and phone number of the official responsible for preparing the invoice
- (6) Name, title, and phone number, signature of official responsible for certifying the invoice
- (7) Description, price, and quantity of property and services delivered or rendered:
 - a. Total task order Costs Invoiced Previously to Date: All labor categories (individually listed), hours being billed, hourly rates, and any other direct charges (ODCs) should be listed and broken down separately for the total contract prior to the current invoice.
 - b. Total Current Period: all labor (individually listed) categories, hours being billed, hourly rates, and any ODCs should be listed and broken down separately for the period covered by the invoice. These costs should also be broken down by site, if more than one site.
 - c. Total Contract Costs To-Date: all labor categories (individually listed), hours being billed, hourly rates, and any ODCs should be listed and broken down separately for the total contract through the current invoice.
 - d. The contractor's invoice shall conform to Attachment 11, in Section J.2.D.

(d) So that the USPTO Office of Finance can comply with the Chief Financial Officer's (CFO) Act of 1990, the following will be required on all invoices:

- (1) A detailed listing of purchased equipment, hardware, and software that should include detailed descriptions, number of items purchased, unit price per item, and

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total cost for the purchase. The listings should be subtotaled to correspond with totals charged to contractors' general ledger accounts.

- (2) Copies of original invoices from the seller to the Contractor for the equipment, hardware, or software over \$25,000.00 should be provided to the USPTO Office of Finance.
- (3) Listing (in summary sheet presentation) of task order items (labor, hardware, etc.) by task order number to match against the system they were purchased for (e.g., SUS, GSI, PTCS).
- (4) A complete copy of new lease agreements (if any), equipment schedules, and amortization schedules.

(e) The Contracting Officer may reject any invoices that contain billing errors, improperly billed costs, failure to certify invoice, or failure to comply with invoice format.

G.7 Task Order Allocation

(a) Task orders issued under the IDEAI contract will be for either delivery of development services, referred to as discrete task orders, or for maintenance services referred to as level-of-effort. The USPTO Office of the Chief Information Officer (OCIO) will award task orders either competitively or non-competitively. The Contracting Officer, COTR, and the designated Task Order Manager will provide input and recommendations concerning the award method. The Contracting Officer shall have the final decision authority regarding whether or not a task order will be issued on a competitive or non-competitive (designated source) basis.

(b) To maintain continuity, the OCIO may allocate development (e.g., design, programming, integration, and testing) of single systems, large or small, to one contractor. Further, the OCIO may determine it is more advantageous to designate a contractor to perform the full life cycle activities associated with an automated information system. USPTO reserves the right to deviate from maintaining continuity if a contractor is not performing adequately.

- (1) Competitive Awards
 - a. Task orders associated with the early phases of large automated information systems, and task orders that could result in substantive follow-on work, are likely candidates for competition.
 - b. Competitive awards will be based on written proposals for accomplishing the work to be performed. While the Task Order Request will state the specific proposal format and evaluation criteria to be used in awarding the task order, the Government will consider the following benefits to be derived from competition:
 1. Economic -- lowest price based on competition.
 2. Technical -- improved performance, maintainability, and reliability due to best design and technical approach; improved resource usage based on better management approach; higher likelihood of delivery on time and within budget; or other specified considerations.
 3. Best Value.
- (2) Non-Competitive Awards (Designated Source)

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- (a) The OCIO anticipates that some task orders may be issued on a non-competitive (designated) source basis. Task orders may be assigned non-competitively for level of effort services and for some system development services. Non-competitive awards will be based on contractors' past performance and other factors.
- (b) The OCIO will use the following factors to assign non-competitive task orders:
 - 1. Better proposal for IDEAI solicitation sample tasks
 - 2. Past performance on the IDEAI contract
 - 3. Unique technical advantage due to a contractor's expertise in certain disciplines or functional areas
 - 4. Contractor resource constraints
 - 5. Follow-on efforts to previously awarded task orders to maintain continuity
- (c) The CO reserves the right to award task orders non-competitively to the small business award under this contract to advance small business goals.

G. 8. Option to Solicit Additional Contractors

The USPTO reserves the right to solicit for additional contractors to maximize competition at any time during the contract to replace contracts which may not be renewed. For example, if the USPTO does not exercise an option with a contractor, the USPTO would have the option to solicit for additional contractors to fulfill this vacancy.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Key Personnel

(a) The Contractor shall identify the key personnel for each of the positions identified below. The Program Manager must be from the prime contractor. Key personnel shall include:

(1) Program Manager

(b) The Program Manager shall be assigned and available on this contract from the date of contract award.

(c) During the first ninety (90) days of performance, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph D below. After the initial 90-day period, the contractor shall submit the information required by paragraph D to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(d) The contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have qualifications that are equal to or better than those of the persons being replaced. The Contracting Officer will notify the contractor, within 15 calendar days after receipt of all required information, of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(e) Any changes to Key Personnel that take place after submittal of proposal(s), and prior to award of this contract, the contractor shall notify the Contracting Officer of those changes. Contractor shall submit resumes and signed letters of intent to perform for the proposed key personnel.

H.2 Organizational Conflict of Interest

(a) Determination

The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict and the limitation on future contracting will be included in task order statement of work. The IDEAI contractor may serve as an unbiased third party in the review of other Government contractors' plans, performance and products.

(1) Access to and Use of Government-Furnished Information

a. If the contractor, in the performance of this contract, obtains access to information, such as USPTO plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released or otherwise made available to the public, the contractor agrees that with prior written approval of the Contracting Officer it shall not:

1. Use such information for any private purpose unless the information has been released or otherwise made available to the public;

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2. Compete for work with the USPTO based on such information until the completion of this contract or until such information is released or otherwise made available to the public, whichever is latest;
 3. Submit an unsolicited proposal to the Government that is based on such information until the completion of this contract or one year after such information is released or otherwise made available to the public, whichever is latest; and
 4. Release such information unless such information has previously been released or otherwise made available to the public by the USPTO.
- b. In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(2) Access to and Protection of Proprietary Information

- a. The contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure.
- b. In addition, the contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement in accordance with H.19 (e) which shall in substance provide that such employee shall not, during his/her employment by the contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. Furthermore, the contractor will instill in its employees the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in performance of this contract except as provided herein.
- c. To the extent that the work under this contract requires access to proprietary, business, or financial data of others, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such individuals or organizations.

(b) Subcontracts

The contractor shall include this clause, including this paragraph, in consulting agreements and subcontracts of any tier. The terms "contract", "contractor", and "Contracting Officer" will be appropriately modified to preserve Government's rights.

- (c) If any such conflict of interest is found to exist, the CO may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the Government to contract with the offeror and include the appropriate provisions to mitigate or avoid such conflict in the task order awarded. After discussions with the offerors, the CO may determine that the actual

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conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(d) Representations and Disclosures

Prior to any commencement of any task:

- (1) The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information.
- (2) The contractor has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included the mitigation plan.
- (3) The contractor agrees that if an actual or potential organizational conflict of interest is discovered after award of a task order or any modification, the contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (4) The Contractor agrees to notify the Contracting Officer if an actual, apparent, or potential conflict of interest the contractor may have.

(e) Remedies and Waiver

- (1) Remedies: The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (2) Waiver: Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver in writing.

If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes it can be mitigated, neutralized, or avoided, the offeror shall submit a mitigation plan to the CO for review and approval/disapproval. In addition to the mitigation plan, the CO may require additional information from the offeror in order to determine whether the mitigation plan adequately neutralizes or mitigates the conflict.

(3) Corporation Change

Anytime prior to award or after award, Contractors shall notify the CO within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

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(f) Modifications

Prior to a task order modification, when the Statement of Work is changed to add new work or the period of performance is significantly increased, the contractor is required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

(g) Government Indemnity

The contractor shall hold the Government harmless and indemnify the Government as to any cost or loss resulting from the unauthorized use or disclosure of third party information data or software by the contractor, its employees, subcontractors, or agents.

H.3 Prime Contractor/Subcontractor Teaming Roles

Companies may pursue this contract opportunity as a prime as well as a subcontractor. However, a company will be prohibited from being awarded a contract to perform as a prime and subcontractor at the same time.

H.4 Technical Data Rights

Notwithstanding the definition of "Unlimited Rights" contained in FAR 52.227-14 that is incorporated into this solicitation by reference at Section I.1, "public" is intended to include, but not be limited to, the following entities:

- (a) European Patent Office
- (b) Japanese Patent Office
- (c) World Intellectual Property Organization
- (d) Patent and Trademark Depository Libraries
- (e) Other patent or trademark treaty and agreement entities
- (f) Other entities, including the U.S. public, identified by USPTO as necessary to fulfill USPTO's mission.

H.5 Duplication of Effort

The contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, not incidental to any other work, pursuit, research, or purpose of the contractor whose responsibility it will be to account for it accordingly, except as otherwise agreed to by the Government.

H.6 Confidentiality of Information

(a) Any designs, equipment, and/or concepts that evolve from performance thereunder shall be considered "Confidential."

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(b) The contractor shall not disclose any confidential information obtained in the performance of this contract. Any presentation of any designs, equipment, or concepts based on information obtained from the tasks covered by this contract, will be subject to review and approval by the Government's COTR before publication or dissemination, for accuracy of factual data and interpretation.

H.7 Personnel Security Requirements

(a) Contractor administrative/clerical personnel working on this contract have been determined to meet the security criteria for and are designated as "Low Risk" positions. In accordance with established security procedures contractors working in positions designated Low Risk must have a National Agency Check and Inquiries (NACI) initiated within 14 days of performance on the contract. This will require the contractor to submit an investigative request package consisting of the following:

- (1) SF-85 (original plus 1 copy of Page 1 only)

A sample of the SF-85 form may be viewed at <http://www.opm.gov/forms/html/sf.htm>.

(b) Fingerprints will be required for all contractor personnel working on this contract. The fingerprinting will be performed at the USPTO Security Office.

(c) Contractor personnel, other than Contractor administrative/clerical personnel, working on this contract have been determined to meet the security criteria for and are designated as "**Moderate Risk**" and "**High Risk**" positions. See *H.23 1352.237.71 Security Processing Requirements for Contractors/Subcontractor Personnel Working on a Department of Commerce/USPTO Site or IT System (High or Moderate Risk Contracts)*.

H.8. Order of Precedence

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications)
- (b) Representations and other instructions
- (c) Contract clauses
- (d) Other documents, exhibits, and attachments
- (e) The specifications

H.9 Performance Measurement

- (a) Performance measurements will be specified in each task order.

(b) Upon completion of an issued task order, the Government task order manager will perform an evaluation of the contractor's performance based on the performance measurements in said task order. The evaluation of the contractor's performance may include input from the COTR, CO, and other USPTO sources deemed applicable. These task order evaluations will be used to prepare contract evaluations of contractor performance as required in accordance with FAR Subpart 42.1502.

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(c) Contractor performance evaluations will be conducted in accordance with FAR Subpart 42.15.

H.10 Option to Extend the Term of the Contract – Labor Hour Contract

(a) The Government has the option to extend the term of this contract for four (4) additional periods (Option Periods 1-4, described below). If more than 31 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30 days of the period of performance, the Government must provide to the Contractor written notification prior to the expiration of that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

(b) Exercise of an option will result in the following contract modifications:

- (1) Paragraph F.2, "Performance," will be modified for each respective option period as follows:

| <u>Period</u> | <u>Start Date</u> | <u>End Date</u> |
|-----------------|-------------------|-----------------|
| Option Period 1 | September 1, 2009 | August 31, 2010 |
| Option Period 2 | September 1, 2010 | August 31, 2011 |
| Option Period 3 | September 1, 2011 | August 31, 2012 |
| Option Period 4 | September 1, 2012 | August 31, 2013 |

- (2) The "Level of Effort" clause is modified to reflect new and separate level(s) of effort for each respective option period, as shown below. The level of effort shown for each period is the maximum cumulative level of effort per contract award made under the terms of this solicitation for that period. The Government anticipates that contracts will be made to more than one offeror.

| <u>Period</u> | <u>Level of Effort</u> <u>(Direct Labor Hours)</u> |
|-----------------|---|
| Option Period 1 | 200,000 |
| Option Period 2 | 200,000 |
| Option Period 3 | 200,000 |
| Option Period 4 | 200,000 |

H.11 Associate Contractor Relationship (MAY 1994)

(a) In performance of its responsibilities for USPTO's IDEAI as described elsewhere in the contract, the "Contractor" shall facilitate timely exchanges of information necessary to the performance of this contract. The USPTO plans to designate each IDEAI contractor as an "associate contractor" of the others. Accordingly,

- (1) The Contractors identified as "associate contractors" shall provide for the timely, free and direct exchange of information and data necessary to the performance of this contract. Any proprietary information furnished by an associate contractor pursuant to the work under this contract will be protected from unauthorized release or disclosure beyond the scope of the contract. Further, associate contractors shall hold the Government harmless from liability for the unauthorized disclosure by the Contractor of associate contractor proprietary information.

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- (2) If the Contractor requires technical information from an associate contractor, the Contractor shall request and obtain any and all such information directly from the associate contractor.
 - (3) The Contractor shall freely and directly exchange technical information and data in the performance of its efforts. The Government reserves the right to attend technical interchange meetings but will not conduct such meetings. The Contractor shall participate in such meetings and provide appropriate IDEAI technical information and data. In the event of a disagreement as to what constitutes a permissible exchange of information or data under the contract, the matter shall be brought to the attention of the Contracting Officer with recommendations for resolution.
 - (4) The Contractor agrees to execute all necessary requirements hereunder and accepts responsibility for assuring that any exchange of information, including exchanges of proprietary data, will preclude any encumbrance or degradation of performance under this contract.
 - (5) Compliance with this Special Contract Requirement is included in the contract price and shall not be a basis for equitable adjustment.
 - (6) These relationships expire with the conclusion of the IDEAI contract.
- (b) The following are designated Associate Contractors:

(TO BE DETERMINED AT CONTRACT AWARD)

H.12 Subcontract Notification and Consent

Pursuant to Section I. "52.244-2 Subcontracts ", paragraph (d), the following procedures are hereby established for placement of subcontracts and purchase orders under this contract:

(a) Placement of all subcontracts or purchase orders with a dollar amount of \$25,000 to \$75,000 may be placed by the Contractor without prior consent of the Contracting Officer, but with reasonable advance written notification only. Amounts under \$25,000 shall be handled in accordance with the Contractor's approved purchasing system procedures and FAR 52.244-2.

(b) Placement of subcontracts with dollar amounts exceeding \$75,000, or subcontracts with modifications which cumulatively exceed \$75,000, shall be subject to prior consent of the USPTO's Contracting Officer. The Contractor shall submit to the Contracting Officer a fully documented consent package that includes as a minimum, all information required in FAR 52.244-2 (f)(1), plus any additional backup documentation that the Contracting Officer may require. This consent package shall be submitted in a timely manner to permit adequate analysis and review.

H.13 Section 508 of the Rehabilitation Act of 1973 Compliance

In accordance with Section 508, Subsection 508 (a)(3), the USPTO requires that all Electronic Information Technology ("EIT"), as that term is defined at FAR 2.101, delivered under this contract comply with the applicable EIT technology accessibility standards issued by the Architectural and Transportation Barriers Compliance Board set forth at 36 CFR Part 1194. For additional information, the official Government Web page is: www.Section508.gov

H.14 Limitation on Contractor Advertisements (PTO-06) (Apr 2006)

The Contractor agrees not to refer to any contract awarded under this solicitation in commercial advertising so as to state or imply that the product or service is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services. Advertisements, press releases and publicity of the IDEAI contract by a contractor (including applicable subcontractors) shall not be made without the prior written permission of the Contracting Officer.

H.15 Federal Holidays

For information purposes, the following days are observed as Federal holidays:

- New Year's Day
- Martin Luther King, Jr. Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Inauguration Day
- Any other day designated by Federal Statute, Executive Order, or Presidential proclamation.

H.16 Contractor Justification for Other Direct Costs (ODCs)

All materials required for performance under the TOs issued pursuant to this contract that are not Government-furnished, shall be furnished by the Contractor. The Contractor shall utilize Government supply sources when available. Ownership of supplies acquired by the Contractor on T&M task orders with Government funds for performance of this contract, shall vest with the Government. The Contractor shall include a detailed description of all proposed ODCs in individual TO proposals.

H.17 Materials

When required in individual TOs, the Contractor shall submit the documentation required to the CO for approval prior to entering into any equipment lease or purchase agreement.

H.18 Selected Items of Costs

H.18.1 Travel Costs (Including Foreign Travel)

(a) Contractor personnel may be required to travel to support the requirements of this contract and as stated in individual TOs. Long distance may be required both in the Continental United States (CONUS) and Outside the Continental United States (OCONUS). For those TOs requiring travel, the Contractor shall include estimated travel requirements in the proposal. The Contractor shall then coordinate specific travel arrangements with the individual TO COTR to obtain advance, written approval for the travel about to be conducted. The Contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel.

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(b) If any travel arrangements cause additional costs to the TO that exceed those previously negotiated, written approval by TO modification issued by the CO is required, prior to undertaking such travel.

(c) The Contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement. Travel performed for personal convenience or daily travel to and from work at the Contractor's facility or local Government facility (i.e., designated work site) shall not be reimbursed hereunder. Costs associated with Contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs.

H.18.2 Training

The Government will not allow costs, nor reimburse costs associated with the Contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the CO. Attendance at workshops or a symposium is considered training for purposes of this clause.

H.19 USPTO Security Clause – PTO-04C

(a) Access to Government Facilities

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required per each individual task order. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

(b) Duplication and Disclosure of Confidential Data

Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the Contractor may have access to confidential data which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof or data derivative there from, to unauthorized parties in contravention of these provisions without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

(c) Government Furnished Data (if applicable)

The Government shall deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as specified in each task order. Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract. Upon completion or termination of this contract, the Contractor shall return to the Government all GFD.

(d) Rights in Data (if applicable)

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The Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, "software first produced in the performance of this contract" shall include, but not be limited to the following: non-COTS computer programs developed or previously developed and implemented by the Contractor in the performance of this contract, related computer data bases and documentation thereof, source code, object code, algorithms, library code, library routine, and technical data of all software first produced in the performance of this contract. For the purposes of this clause, "unlimited rights" shall mean the right of the USPTO, at no extra cost to the USPTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(e) Secrecy and Usage of Patent Information

Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-access basis.

The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained there from except performing the requirements of this contract.

Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or the patent application folders. All processing, storage or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO.

All personnel having access to patent application files or data or information concerning the same, must take the following affirmation, signed in writing:

"I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter; and that I take this obligation freely, and without mental reservation or purpose of evasion."

Each employee's signed oath, or affirmation, shall be retained in the Contractor's file, subject to inspection by authorized Government representatives.

Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

H.20 CAR 1352.239-73 Security Requirements for Information Technology Resources (October 2003) (modified) (PTO-05C)

(a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to USPTO's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause, the term Sensitive is defined by the guidance set forth in:

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- (1) The DOC IT Security Program Policy and Minimum Implementation Standards
<http://www.osec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm>;
- (2) The Office of Management and Budget (OMB) Circular A-130, Appendix III, Security of Federal Automated Information Resources (http://csrc.nist.gov/policies/appendix_iii.pdf), which states that there is a presumption that all [general support systems] contain some sensitive information; and
- (3) The Computer Security Act of 1987 (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information any information the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

For purposes of this clause, the term Classified is defined by the guidance set forth in:

- (4) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4 (<http://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf>).
- (5) The DOC Security Manual, Chapter 18 (http://www.easc.noaa.gov/Security/webfile/erso.doc.gov/5_2003_Security_Manual/DOC_Manual_of_Security_Policies_and_Procedures.htm).
- (6) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of USPTO IT resources for all of the contractor s systems that are interconnected with a USPTO network or USPTO systems that are operated by the Contractor.

(b) All Contractor personnel performing under this contract and Contractor equipment used to process or store USPTO data, or to connect to USPTO networks, must comply with the requirements contained in the USPTO IT Security Handbook.

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(c) For all Contractor-owned systems for which performance of the contract requires interconnection with a USPTO network or that USPTO data be stored or processed on them, the Contractor shall:

- (1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Federal Information Security Management Act of 2002, Pub. L. No. 107-347 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51,2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and USPTO policies and procedures that include, but are not limited to:
 - a. OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources (http://csrc.nist.gov/policies/appendix_iii.pdf);
 - b. National Institute of Standards and Technology Special Publication 800-18, Guide for Developing Security Plans for Information Technology Systems (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>); and
 - c. DOC Procedures and Guidelines in the Information Technology Management Handbook (<http://nsi.org/Library/Govt/docinfo.txt>).
 - d. National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and
- (2) Upon award, the contractor shall register with the USPTO Certification and Accreditation Group (CACG), with copy to the Contracting Officer, to initiate the certification and accreditation process described in paragraph 3 below. The Government will not pay for the certification and accreditation process.
- (3) Within 14 days after receipt of direction from the CACG, the contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO Certification and Accreditation Technical Standard and Guideline. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the offeror's proposal or sealed bid that resulting in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the USPTO Security Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above may result in termination of the contract. [Note: Offerors are not required to submit a security approach

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referenced above in response to this RFP. All C&A activities will be conducted post-award.]

(d) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

H.21 CAR 1352.239-74 Security Processing Requirements for Contactor/Subcontractor Personnel for Accessing USPTO Automated Information Systems (October 2003)

(a) Contractor personnel requiring any access to AIS's operated by the Contractor for USPTO or interconnected to a USPTO network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts. USPTO shall provide screening using standard personnel screening forms, which the Contractor shall submit to the USPTO Contracting Officer's Technical Representative (COTR) based on the following guidance:

- (1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with global access to an automated information AIS require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contact IT Moderate Risk positions must be initiated within three working days of the start of work.
- (2) Contract personnel performing work designed Contract Moderate Risk who are not performing IT-related contract work are not required a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subjects start of on the contract, regardless of the expected duration of the contract.
- (3) Contract personnel performing work designated as Contract Low Risk will require as National Agency Check and Inquiries (NACI) upon the subjects start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.
- (4) Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days, but is less that 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.
- 5) Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract.

The security forms may be obtained form USPTO Office of Security. At the option of the government, interim access to USPTO AISs may be granted pending favorable completion of a

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pre-employment check. Final access may be granted only on a completion of an appropriate investigation based upon the risk level assigned to the contract.

(b) Within 5 days of contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in USPTO IT Security policies, procedures, computer ethics, and best practices, in accordance with the USPTO Training Policy. The COTR will inform the Contractor of any other available USPTO training resources.

(c) Within 5 days of contract award, the Contractor shall provide the CORS with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulations (CAR), 1352.209-72, Restrictions Against Disclosures.

(d) The Contractor shall afford USPTO, including the Office of Inspector General, access to the Contractors and subcontractors facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of USPTO data or to the function of computer AISs operated on behalf of USPTO, and to preserve evidence of computer crime.

(e) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require security processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office.

H.22 CAR 1352.209-72 Restrictions Against Disclosures (March 2000)

(a) The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, not to authorize or permit others to do so, taking such reasonable measures as necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reasons to suspect a breach of this requirement.

(b) The Contractor agrees that it will not disclose any information described in subsection a. to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

H.23 CAR 1352.237-71 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department of Commerce/USPTO Site or IT System (High or Moderate Risk Contracts)

(a) Investigative Requirements for High and Moderate Risk Contracts

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All contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the USPTO Office of Security before being eligible to work on the premises of any Department of Commerce/USPTO facility, or through a Department of Commerce/USPTO IT system. All USPTO security processing pertinent to this contract will be conducted at no cost to the contractor. The level of contract risk will determine the type and scope of such processing as noted below.

- (1) Non-IT Service Contracts
 - a. High Risk – Background Investigation (BI)
 - b. Moderate Risk – Moderate Background Investigation (MBI)
- (2) IT Service Contracts
 - a. High Risk IT – Background Investigation (BI)
 - b. Moderate Risk IT – Background Investigation (BI)
- (3) In addition to the investigations noted above, non-U.S. citizens must have a pre-appointment check that includes a Customs and Immigration Service (CIS – formerly Immigration and Naturalization Service) agency check.

(b) Additional Requirements for Foreign Nationals (Non-U.S. Citizens)

To be employed under this contract within the United States, non-U.S. citizens must have:

- Official legal status in the United States
- Continuously resided in the United States for the last two years; and
- Advance approval from the servicing Security Officer of the contracting operating unit in consultation with the Office of Security (OSY) headquarters. (The OSY routinely consults with appropriate agencies regarding the use of non U.S. citizens on contracts and can provide up-to-date information concerning this matter.)

(c) Security Processing Requirement

- (1) Processing requirements for High and Moderate Risk Contracts are as follows:
 - a. The contractor must complete and submit the following forms to the Contracting Officer Representative (COR):
 - Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions;
 - FD 258, Fingerprint Chart with OPM's designation in the ORI Block; and
 - Credit Release Authorization.
 - b. The COR will review these forms for completeness, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer.
 - c. Upon completion of the security processing, the Office of Security, through the servicing Security Officer and the COR, will notify the contractor in writing of the individual's eligibility to be given access to a Department of Commerce/USPTO facility or Department of Commerce/USPTO IT system.

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- (2) Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the COR must request an Immigration and Customs Enforcement (formerly INS) agency check. It is the option of the Office of Security to repeat the security processing on any contract employee at its discretion.

(d) Notification of Disqualifying Information

If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the contracting officer, will immediately remove the contract employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following:

- Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
- Falsification of information entered on security screening forms or of other documents submitted to the USPTO.
- Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
- Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

NOTE: Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce/USPTO facilities or access to IT systems.

(e) Access to National Security Information

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

(f) Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

H.24 Post-Award Conference

(a) The USPTO may hold a post award conference after contract award. The Contractor shall participate in a post award conference if notified that a conference will be held. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems (See FAR Subpart 42.5). The Contractor will be notified of the date, time, and location of the post-award conference by the CO.

(b) The USPTO may hold post award conferences after task order awards. The Contractor shall participate in the post award conferences on task orders as required. The TO post award conferences will establish work level points of contact for the TO, determine the TO administration strategy, roles and responsibilities and ensure prompt payment and TO close out.

(c) If held, the conference will take place at:

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U.S. Patent and Trademark Office
600 Dulany Street
Alexandria, VA 22313

H.25 Certification and Accreditation Process

As required under H.20 CAR 1352.239-73 (c)(3) Security Requirements for Information Technology Resources, the Contractor shall submit for approval to the USPTO a System Certification and Accreditation package, within 14 days after receipt of direction from the USPTO Certification and Accreditation Group (CACG). The Government will not pay for this certification and accreditation process; nor reimburse the Contractor for costs associated with this process.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| <u>NUMBER</u> | <u>TITLE</u> | <u>DATE</u> |
|----------------------|--|--------------------|
| 52.202-1 | DEFINITIONS | JUL 2004 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR 1984 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUL 1995 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL 1995 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEP 2007 |
| 52.204-4 | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER | AUG 2000 |
| 52.204-7 | CENTRAL CONTRACTOR REGISTRATION | JUL 2006 |
| 52.204-10 | REPORTING SUBCONTRACT AWARDS | SEP 2007 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JAN 2005 |
| 52.215-2 | AUDIT AND RECORDS--NEGOTIATION | JUN 1999 |
| 52.215-8 | ORDER OF PRECEDENCE -UNIFORM CONTRACT FORMAT | OCT 1997 |
| 52.216-29 | TIME-AND-MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS-NON COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION | FEB 2007 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | MAY 2004 |
| 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN Alternate II (OCT 2001) | NOV 2007 |
| 52.219-16 | LIQUIDATED DAMAGES-- SUBCONTRACTING PLAN | JAN 1999 |
| 52.222-3 | CONVICT LABOR | JUN 2003 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB 1999 |
| 52.222-26 | EQUAL OPPORTUNITY | APR 2002 |
| 52.222-35 | AFFIRMATIVE ACTION FOR DISABLED | NOV 2006 |

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| | | |
|-----------|---|-----------|
| | VETERANS AND VETERANS OF THE VIETNAM ERA | |
| 52.222-36 | AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS | JUN 1998 |
| 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEPT 2006 |
| 52.222-39 | NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES | DEC 2004 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS | AUG 2007 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.223-10 | WASTE REDUCTION PROGRAM | AUG 2000 |
| 52.224-1 | PRIVACY ACT NOTIFICATON | APR 1984 |
| 52.224-2 | PRIVACY ACT | APR 1984 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | FEB 2006 |
| 52.227-1 | AUTHORIZATION AND CONSENT | JUL 1995 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC 2007 |
| 52.227-14 | RIGHTS IN DATA GENERAL Alternates II (DEC 2007) and III (DEC 2007) | DEC 2007 |
| 52.228-7 | INSURANCE - LIABILITY TO THIRD PERSONS | MAR 1996 |
| 52.232-17 | INTEREST | JUN 1996 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.232-25 | PROMPT PAYMENT | OCT 2003 |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION | OCT 2003 |
| 52.232-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION | MAY 1999 |
| 52.233-1 | DISPUTES ALTERNATE I (DEC 1991) | JUL 2002 |
| 52.233-3 | PROTEST AFTER AWARD Alternate I (JUN 1985) | AUG 1996 |
| 52.237-3 | CONTINUITY OF SERVICES | JAN 1991 |
| 52.239-1 | PRIVACY OR SECURITY SAFEGUARDS | AUG 1996 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-3 | CHANGES - TIME AND MATERIALS OR LABOR-HOURS | SEPT 2000 |
| 52.244-2 | SUBCONTRACTS | JUN 2007 |
| 52.245-1 | GOVERNMENT PROPERTY | JUN 2007 |
| 52.249-14 | EXCUSABLE DELAYS | APR 1984 |
| 52.251-1 | GOVERNMENT SUPPLY SOURCES | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

I.2 Reserved

I.3 Reserved

I.4 52.215-19 Notification Of Ownership Changes (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 calendar days.
- (2) The Contractor shall also notify the ACO within 30 calendar days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.5 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the expiration date.

I.6 Reserved

I.7 52.252.02 Clauses Incorporated By Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/this address: www.arnet.gov.

I.8 52.252-6 Authorized Deviations in Clauses (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

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(b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.9 52.243-7 Notification of Changes (FAR 52.243-7) (APRIL 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within _____ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—
 - a. What contract line items have been or may be affected by the alleged change;
 - b. What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - c. To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - d. What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

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- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—
 - a. In the contract price or delivery schedule or both; and
 - b. In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the

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defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause. Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

The contractor shall notify the Contracting Officer in writing promptly, within five (5) calendar days from the date that the contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the contractor regards as a change to the contract terms and conditions. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 List of Publications Referenced

The following documents provide information needed to prepare proposals and for managing work to be performed under this contract. The documents are hereby made a part of this solicitation and any resultant contract.

STANDARDS AND GUIDELINES

The following document is available for electronic review via the World Wide Web Access at (<http://www.uspto.gov/web/offices/cio/lcm/lcm.htm>):

Life Cycle Management for Automated Information Systems, April 2001

J.2 List of CDRL Attachments

The following attachments provide the CDRL forms and information that are required for the submission of proposals. The attachments are hereby made a part of this solicitation and any resultant contract.

A. Contract Deliverables:

- (1) Attachment 1: Monthly Status Report (Contract Deliverable No. FN01)
- (2) Attachment 2: Reserved
- (3) Attachment 3: Resource Estimate (Contract Deliverable No. FN07)
- (4) Attachment 4: Letter of Completion (Contract Deliverable No. GD16)
- (5) Attachment 5: Problem Notification Letter (Contract Deliverable No. PN01)
- (6) Attachment 6: Minutes of Meetings (Contract Deliverable No. GD17)
- (7) Attachment 7: Task Management Plan (Contract Deliverable No. TM02)
- (8) Attachment 8: Receipt for Documentation

B. Attachment 9: Reserved

C. Attachment 10: Weekly Funding Analysis Report

D. Attachment 11: Invoices

E. Attachment 12: Earned Value Management Format Template

J.3 List of Other Attachments

The following attachments provide the other forms and information which are required for the submission of proposals.

- A. Attachment 13 Labor Categories Format for Pricing Proposals
- B. Attachment 14 Reserved
- C. Attachment 15: Past Performance Contract Termination Form and Instructions
- D. Attachment 16: Past Performance Reference Worksheet and Instructions
- E. Attachment 17: Awards, Certifications, and Quality Recognition

PART IV - REPRESENTATIONS AND INSTRUCTIONS

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS**

K.1 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/>

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING Sep 2007
PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS DEVIATION
52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT Dec 2001
REPORTING REQUIREMENTS

K.2 52.204-8 Annual Representations and Certifications (Jan 2006)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541519.
- (2) The small business size standard is \$23.0 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- (i) Paragraph (c) applies.
- (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by

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submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR CLAUSE # | TITLE | DATE | CHANGE |
|--------------|-------|------|--------|
|--------------|-------|------|--------|

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

Note: Offeror is required to fill in Taxpayer Identification Number.

K.3 52.204-3 Taxpayer Identification (OCT 1998)

(a) Definitions

- (1) "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
- (2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs D through F of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN)

- TIN:_____.
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or

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business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(f) Common parent

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:
Name _____
TIN _____

Note: Offeror is required to provide DUNS #

K.4 52.204-6 Data Universal Numbering System (DUNS) Number (Oct 2003)

Company's DUNS# _____

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

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- (1) An offeror may obtain a DUNS number—
 - a. If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - b. If located outside the United States, by contacting the local Dun and Bradstreet office.

- (2) The offeror should be prepared to provide the following information:
 - a. Company legal business name.
 - b. Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - c. Company physical street address, city, state and ZIP Code.
 - d. Company mailing address, city, state and ZIP Code (if separate from physical).
 - e. Company telephone number.
 - f. Date the company was started.
 - g. Number of employees at your location.
 - h. Chief executive officer/key manager.
 - i. Line of business (industry).
 - j. Company Headquarters name and address (reporting relationship within your entity).

K.5 52.234-3 Notice of Earned Value Management System - Post Award IBR (JUL 2006)

(a) The offeror shall provide documentation that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard - 748 (current version at time of solicitation).

(b) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.

- (1) The plan shall—
 - a. Describe the EVMS the offeror intends to use in performance of the contracts;

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- b. Distinguish between the offeror's existing management system and modifications proposed to meet the guidelines;
 - c. Describe the management system and its application in terms of the EVMS guidelines;
 - d. Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and
 - e. Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.
- (2) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.
 - (3) The Government will review and approve the offeror's plan for an EVMS before contract award.
 - (4) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVM system will be compliant with the ANSI/EIA Standard - 748 guidelines.

(c) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

K.6 Reserved

K.7 Certification

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Printed Name: _____

Signature: _____

Title: _____

Date: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

| NUMBER | TITLE | DATE |
|-----------|---|----------|
| 52.204-6 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER | OCT 2003 |
| 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE | APR 1991 |
| 52.214-35 | SUBMISSION OF U.S OFFERS IN CURRENCY | APR 1991 |
| 52.222-24 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION | FEB 1999 |
| 52.232-38 | SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER | MAY 1999 |
| 52.237-10 | IDENTIFICATION OF UNCOMPENSATED OVERTIME | OCT 1997 |

L.2 52.215.1 Instructions to Offerors—Competitive Acquisition (Jan 2004)

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

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(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

- a. The solicitation number;
- b. The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- c. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- d. Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- e. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

- a. Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- b. 1. Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before

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award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

[a] If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

[b] There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

[c] It is the only proposal received.

2. However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

c. Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

d. If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

e. Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at

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FAR [52.225-17](#), Evaluation of Foreign Currency Offers, is included in the solicitation.

- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- (f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.

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- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - a. The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

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- b. The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- c. The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- d. A summary of the rationale for award.
- e. For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- f. Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.3 52.216-1 Type of Contract (APR 1984)

The Government plans to award multiple labor hour type contracts resulting from this solicitation. See Section B.1.(c).

L.4. 52.216-28 Multiple Awards for Advisory and Assistance Services (OCT 1995)

The Government intends to award multiple contracts for the same or similar advisory and assistance services to two or more sources under this solicitation unless the Government determines, after evaluation of offers, that only one offeror is capable of providing the services at the level of quality required.

L.5 1352.233-2 Service of Protests (DEVIATION FAR 52.233-2) (AUG 1996)

- A. Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Dept. of Commerce, USPTO
Office of Procurement
Attn: Sylvia G. Van Dyke
P.O. Box 1450
Alexandria, VA 22313-1450

- B. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

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I. PURPOSE:

To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive). The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

Kate Kudrewicz
Acting Director, Office of Procurement
U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
(FAX Number 571-273-6575)

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Office of the General Counsel
General Law Office
U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
(FAX Number 571-273-0099)

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b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the Government Accountability Office (GAO) or any other external forums. If the protester has already filed with the GAO or other external forums, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

(i) the protester's name, address, telephone number, and fax number

(ii) the solicitation or contract number, name of contracting office and the contracting officer

(iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced

(iv) copies of relevant documents supporting protester's statement

(v) a request for ruling by the agency

(vi) statement as to form of relief requested

(vii) all information establishing that the protester is an interested party for the purpose of filing a protest

(viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension. Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

c. Effect of protest on award and performance: When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

(i) The supplies or services are urgently required,

(ii) delivery or performance would be unduly delayed by failure to make the award promptly, or

(iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.506, whichever is later, the Contracting Officer shall immediately suspend performance pending the

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resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

(i) contract performance would be in the best interest of the United States, or (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

(1) terminate the contract, (2) re -compete the requirement, (3) issue a new solicitation,(4) refrain from exercising options under the contract, (5) award a contract consistent with statutes and regulations, (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement, (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

L.6 Submission of Proposals

All proposals shall be submitted in the formats and quantities specified below:

1. Offer

- a. Standard Form 33 - one (1) original and three (3) copies; and
- b. Price Proposal: - One (1) original and three (3) copies; and
Two (2) electronic copies of the price proposal, on CD/DVD in Microsoft 2003; and
- c. Small Business Subcontracting Plan (Other than small businesses) : One (1) original and three (3) copies; and
- d. Financial Statements (Include on CD/DVD with electronic price proposal)
- e. Section K Representations, Certifications, and Other Statements of Offerors (Note: Additional information other than “Annual Representations and Certifications” is required to be submitted from Section K); and
- f. Teaming Plan – One (1) original and three (3) copies.

2. Proposal

- a. Technical Proposal - one (1) original and three (3) copies
Made up of three (3) sections:
 - 1. Section 1 - Experience
Made up of two (2) subsections:
 - a. Subsection A - Past Performance Reference Worksheets
 - b. Subsection B - Contract Termination Worksheets
 - 2. Section 2 - Confirmation of Past Performance Evaluation Order Submission to Open Systems Ratings, Inc.
 - 3. Section 3 – Awards and Certifications

L.7 Reserved

L.8 Set-Aside Information

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This solicitation includes the following set-aside criteria:

- a. Percent of the set-aside: 0%

However, the USPTO plans to award multiple contracts, reserving the right to award one contract to a small business. Any large businesses receiving a contract award must have a subcontracting plan which establishes a goal of at least **30 percent** of the contract value for small business participation.

- b. Type of set-aside: None

L.9 Instructions for the Preparation of Technical, and Price Proposals

For purposes of proposal preparation, the Government anticipates award of this contract by August 30, 2008. All proposals shall be submitted in the formats and quantities specified below:

L.9.1 General Instructions

The following instructions establish the acceptable minimum requirements for the format and content of proposals.

- a. Offerors are cautioned that the quality of their proposal and adherence to solicitation response requirements and/or restrictions are considered reflective of the manner in which the offeror intends to conduct contract performance. This will be taken into consideration throughout the evaluation process.
- b. Offerors shall submit all required information. Offerors are cautioned that failure to provide all the required information may result in elimination of the offeror from further consideration for award.
 - 1. Any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by public law, executive order, or acquisition regulations in effect at the time of execution of the proposed contract will be included.
 - 2. The proposal must be submitted in two parts (volumes) as listed below, with an original and the number of copies shown for each part. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other. The original shall be marked as such.

| <u>Volume Number</u> | <u>Section Number</u> | <u>Subsection Number</u> | <u>Title</u> | <u>Number of Copies Required</u> | <u>Volume/ Section/ Subsection Page Limit</u> |
|----------------------|-----------------------|--------------------------|---|----------------------------------|---|
| I | | | Technical Proposal (Containing the following 3 sections) | Original & 3 copies | Note 2 Note 3 |
| | 1 | | Experience (Containing the following 2 subsections) | | Note 1 |
| | | A | Past Performance Reference Worksheets | | 10 |
| | | B | Contract Termination Worksheets | | |

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| | | |
|----|--|---|
| 2 | Confirmation of Past Performance Evaluation Order Submission to Open Ratings, Inc. | |
| 3 | Awards and Certifications | |
| II | Price Proposal (including) Standard Form 33 Representations and Certifications Small Business Subcontracting Plan Financial Statements Teaming Plan | Original & 3 copies Note 3 Original & 3 copies Original & 3 copies Original & 3 copies (Include with Price Proposal) Original & 3 copies (include with Price Proposal |

Note 1: The volume I, section 1 responses are limited to the worksheets identified in Section J (see J.3.C, and J.3.D). The page count for volume I, section 1 is limited to the sum of the number of contract references (2 pages (worksheet) per reference) in section A, and the number of contract termination worksheets submitted.

Note 2: The page count for volume I is limited to the sum of the pages in sections 1 (see note 1), section 2, and section 3.

Note 3: Three CD/DVD electronic copies of the offeror's technical proposal are required in a format compatible with (or translatable by) Microsoft Office Word 2003. Three CD/DVD electronic copies of the offeror's price proposal are required in a format compatible with (or translatable by) Microsoft Office Excel 2003.

Offerors shall submit their proposals with responses provided in the same order and structure as shown in Sections L.9.2.1.1 through L.9.2.1.3. Responses shall be clearly identified by specific factor, and shall be submitted for each in the same numbering scheme as shown in the above cited sections.

All other requirements shown in L.9.1.c, Volume Organization and L.9.1.d, Page Features shall apply.

c. VOLUME ORGANIZATION

1. Cover Pages: Each volume must have a cover page containing:
 - a. Volume number and title shown in upper right corner
 - b. Solicitation number
 - c. Offeror's name
 - d. Offeror's policy on the release of information contained within the volume
 - e. Date of submission.
2. Table of Contents: Each volume must include a Table of Contents that indicates the page numbers of each section, subsection, figure, table or foldout. Table of Contents must not have a page number.

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3. Sectional Dividers: Dividers with tabs must be inserted between the sections and subsections, with each section or subsection starting on a new page. These dividers must not be numbered.
4. 3-Ring Binders: Each volume must be submitted in a separate 3-ring binder. Binders with spiral binding are not acceptable.

d. PAGE FEATURES

1. Size: Proposals must be submitted on standard 8 1/2" by 11" paper, single-spaced. If foldouts are included, they must be folded to page size, with each leaf counting as a single page.
2. Type: Type for Volume I should be twelve (12) characters or pitch per linear inch or six (6) lines per vertical inch -- or equivalent. The price/cost proposal (Volume II) must at least 12 font size.
3. Numbering: Pages must be numbered consecutively within each volume. Each page number must consist of two parts -- the volume number and the page number, for example, II-6. Section and subsection numbers must not be included.
4. Labels: Each figure, table, and foldout must be labeled.

L.9.2 Specific Instructions

L.9.2.1 VOLUME I - Technical Proposal Instructions

L.9.2.1.1 SECTION 1 - Experience Factor Proposal Instructions

- a. The Government is seeking five (5) reference contracts for the offeror who is proposing as the prime contractor that will:
 1. Demonstrate the Offeror's ability to perform the IDEAI activities specified in C.3 of this solicitation; and
 2. Demonstrate the Offeror's experience performing IDEAI work that is relevant to USPTO's IDEAI requirements.
 3. Only references from offerors who are proposing as the prime contractor will be acceptable. Do not submit references for any proposed subcontractors.
- b. For each of the reference contracts, the offeror will complete a Past Performance Reference worksheet. The Past Performance Reference worksheet and Instructions are found in Section J.3.D, Attachment 16. For each Past Performance Reference contract, the offeror shall be limited to the two page worksheet.
- c. Specifically, the Government expects to see contract references that:
 1. Collectively demonstrate experience in the following areas:
 - a. Infrastructure
 - b. Design
 - c. Engineering

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- d. Architecture
- e. Integration
- 2. Demonstrate experience in a task order contractual arrangement (prime contractor only)
- 3. Contracts or subcontracts valued at:
 - For all businesses proposing as the prime contractor, contracts valued at \$ \$500,000 or more for prime contract references.
- d. These contract references shall be selected as follows:
 - 1. For all businesses proposing as the prime contractor, the contract references provided will be five of the past performance references from the prime contractor that were submitted to Open Ratings.
 - 2. All reference contracts will be as a result of contractual arrangements that may include those entered into with the Federal Government, agencies of State and local governments, and commercial customers.
 - 3. From the due date of proposals, the contracts or subcontracts must be currently in process or completed within the past three years.
 - 4. Shall have one (1) year or greater experience with the customer.
 - 5. Shall pertain to the proposing corporate organization (prime contractor). If the offeror was recently acquired or merged with another entity, the references submitted must directly pertain to the experience of the offeror and not to parent corporations, subsidiaries, or affiliates.
 - 6. The primary function of the contract shall be providing IDEAI services similar to the ones described in section C.3 of this solicitation.
- e. The offeror shall discuss its prime contractor experience with all contract or subcontract termination actions during the past three (3) years from the date proposals are due with either the government or commercial businesses including those which may be in process. Contracts or subcontracts should pertain to the proposing corporation (prime contractor). Offerors shall identify and explain any contract termination for default or convenience of the Government and the reasons why such action was taken. The offeror shall complete a Past Performance Contract Termination Worksheet for each termination action identified in response to L.9.2.1.1.e. Worksheets shall not exceed one page and attachments are not permitted. Both the Past Performance Contract Termination worksheet and instructions are included in Section J.3.C, Attachment 15. The Past Performance Contract Termination worksheets will be placed in Section 1, Subsection B of Volume I.

L.9.2.1.2 SECTION 2 - Past Performance Factor Proposal Instructions

To streamline the Government past performance evaluation process, the offeror shall complete a past performance evaluation to Open Ratings, Inc. (a Dunn & Bradstreet company) prior to submission of their offer. A minimum of six references must be provided on the request order to be processed by Open Ratings, Inc. (www.openratings.com). However Open Ratings recommends providing up to 20 references to ensure Open Ratings receives at least six completed responses. It is strongly recommended that the offeror proactively contact your references to request that they promptly respond to the Open Ratings, Inc. inquiries for past

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performance. The requests for past performance by Open Ratings, Inc. will be sent by email and will be filled out on an on-line survey. Any offeror not receiving a past performance evaluation from Open Ratings, Inc., may risk receiving a “neutral” rating under the past performance factor. Open Ratings, Inc. charges \$125.00 for this service, and offerors are responsible for direct payment to Open Ratings, Inc. Each offeror must submit, with its proposal, a confirmation that the past performance evaluation has been submitted to Open Ratings, Inc. Open Ratings will provide the offeror who submitted the request for past performance a copy of the evaluation, along with a copy to the USPTO. Please provide Open Ratings with the following information as a contact: **Sylvia Van Dyke, Contracting Officer, U.S. Patent and Trademark Office, 600 Dulany St., MDE7B03, Alexandria, VA 222313, email: Sylvia.VanDyke@uspto.gov, ph: 571-272-6568, and fax 571-273-6568.** The USPTO will evaluate the offeror’s past performance in successfully fulfilling requirements. To accomplish this, the USPTO will review the results of Open Ratings Past Performance Evaluation. The Past Performance Reference worksheets will be placed in Section 1, Subsection A of Volume I.

L.9.2.1.3 Section 3 – Awards, Certifications, and Quality Recognition

Using Attachment J.3.E, Awards, Certifications, and Quality Recognition Profile Form, the Offeror shall identify any awards and certifications or quality awards received by and/or applicable to the cognizant business unit (i.e., legal entity proposing on this procurement) which demonstrate evidence of the existence and application of high quality processes in delivering solutions to its customers (e.g., ISO 9000, SEI – CMM, Malcolm Baldrige National Quality Award). Emphasis should be placed on quality awards and certifications that are current and directly relevant to the IDEAI services proposed. The Offeror shall identify the source of the award or certification, and certify its authenticity in a manner verifiable by the Government. Individual customer “letters of appreciation” and other forms of recognition that are not issued from organizations or agency or higher level (e.g. Department of Commerce) should not be included.

L.9.2.2 VOLUME II - Price Proposal Instructions

L.9.2.2.1 Price Proposal Instructions for All Offerors

Contract Documents and Associated Information Required

1. Standard Form 33
 2. Attachment J-13, Labor Hour Category Pricing
 3. Representations, Certifications, and Other Statements of Offerors
 4. Small Business Subcontracting Plan (applicable to large businesses)
 5. Financial Statements
 6. Teaming Plan
- a. Offerors are required to price all of the Government’s labor categories listed in Attachment J-13 with a burdened fixed hourly labor rate. In addition, the Offerors are to provide its company’s corresponding/comparable labor category title. The priced hourly fixed labor rates will be incorporated in Section B upon award.
 - b. The use of uncompensated overtime is not encouraged. Offerors shall propose all hourly rates based on a 40-hour work week (ex. 2,000 hours per year or in accordance with the Offeror’s CAS Disclosure Statement).
 - c. Three CD/DVD electronic copies of the offeror's proposal are required in a format compatible with (or translatable by) Microsoft Excel 2003.

L.9.2.2.2 Information for Pricing Purposes

- a. The following information is being provided to assist offerors in the pricing of their labor rates, taking into consideration whether the cost would be considered as “contract level program management support costs” (See Section B.4.3(b)).
 - a. One (1) courier trip to the USPTO per work day,
 - b. Twelve (12) trips to Monthly Status Review meeting at the USPTO, requiring an average of fifteen (15) people per meeting,
 - c. One (1) trip per week for Task Order Management meetings at the USPTO, requiring an average of thirty (30) task order managers,
 - d. Two (2) trips per week for Management meetings at the USPTO, requiring an average of two (2) people per meeting,
 - e. Twelve (12) trips to monthly meetings with Contracting Officer, and COTR, to include the contractor's Program Manager, Financial Manager for the contract, and Contracts Manager.

L.9.2.3 Small Business Subcontracting Plan (applies only to large businesses proposing as the prime contractor).

Any large business offeror (proposing as the prime contractor) must submit a Small Business Subcontracting Plan with their proposal, in accordance with and using the format identified in FAR 52.219-9, Small Business Subcontracting Plan.

The USPTO has set a minimum goal of 30% participation by small business which includes: Service-Disabled Veteran-owned small businesses (including veteran-owned small businesses), HUBZone small business concerns, women-owned small business concerns, small disadvantaged businesses, and small businesses. The USPTO encourages the offeror to propose small business participation to the maximum extent possible in the following preferred order:

- Service disabled veteran-owned small businesses (including veteran-owned small businesses)
- HUBZone small business concerns
- Women-owned small business
- Small disadvantaged businesses
- Small businesses concerns

State current and/or proposed subcontracting/teaming arrangements with these concerns, as set forth under Public Law 95-507. For any such teaming arrangements, the offeror must identify:

- a. Offeror's procedures for implementing provisions of Public Law 95-507
- b. Name, position with the company, and telephone number of the Small and Disadvantaged Business Utilization (SDBU) Liaison officer
- c. Recent past performance history (within last 5 years) of any subcontract/teaming arrangements with small business concerns where work was performed in areas identical or similar to those specified in Section C of this solicitation. Statement of past performance history should include:

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1. Subcontract number
 2. Dollar amount of subcontract, type of work performed by small business concerns
 3. Dates of award and completion/termination.
- d. Recent past history (the 5 latest contracts in excess of \$500,000) of the small business utilization goal on those contracts and the actual percentage attained on those contracts.

L.9.2.4 ANSI 748 Compliant Earned Value Management System (EVMS) Certification or Plan

- a. To be eligible for award, the offeror must certify, at the time of proposal submission, that they have and use an ANSI 748 Compliant Earned Value Management System. The ANSI 748 Compliant EVMS Certification is found in Section J.2.E, Attachment 12.
- b. In the event that the offeror cannot certify that they have and use an ANSI 748 Compliant Earned Value Management System (EVMS), the offeror must submit a Plan on how they will achieve an ANSI 748 Compliant Earned Value Management System.

L.9.2.5 Teaming Plan

The offeror (proposing as the prime contractor) must submit a Teaming Plan. There is no required format for this plan. For each subcontractor of the team, the offeror must identify:

- a. Name of the subcontractor
- b. Address
- c. Contact
- d. Phone number
- e. Email address
- f. Size of business/and or designation
- g. Area of expertise of the subcontractor.

The teaming plan will not be scored, and will only be used to identify potential conflicts of interest.

L.9.2.6 Oral Presentation Instructions

Those offerors who are included in the competitive range will be asked to make an oral presentation that will address the offeror's technical approach to some Sample Tasks. The offerors included in the competitive range will be notified by letter. The Government will determine by lottery the sequence of presentations by the offerors.

a. OFFEROR'S PRESENTATION TEAM

The proposed Program Manager shall participate and up to four (4) additional personnel in the oral presentation. The offeror may bring no more than five (5) representatives to the oral presentation.

b. CLARIFICATION AND DISCUSSIONS OF ORAL PRESENTATION POINTS

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At the end of the oral presentation, the Government may request clarification of any of the points addressed which are unclear. The Government may ask for clarification by the offeror on any point that was not adequately supported in the presentation. All requests for clarification must be answered by the person who gave the oral presentation, with consultation with the offeror's oral presentation team when necessary.

c. GOVERNMENT ATTENDANCE

The oral presentation will be attended by the Contracting Officer, the IDEAI Technical Evaluation Team, and selected observers.

d. LOCATION OF ORAL PRESENTATION

The Government will notify those offerors who are included in the competitive range of the time and USPTO location in Alexandria, Virginia where their oral presentation will be held. The Government will provide a Presentation Easel and an Overhead Projector/Screen for use by the offeror. No other visual aids will be permitted.

e. DOCUMENTATION FOR ORAL PRESENTATION

The offeror will be told in the oral presentation notification letter when and where they may pick up the Sample Tasks to be addressed in the oral presentation. The oral presentation is restricted to no more than three hours followed by time for clarifications if required. The offeror shall provide a list of names of all offeror personnel to attend the presentation, with corporate position titles, tenure with the corporation, and relationship to the IDEAI requirement by the date and time specified in the oral presentation notification letter.

f. GOVERNMENT DOCUMENTATION FOR ORAL PRESENTATION

The oral presentation may be video-taped by the Government. The video-tape becomes part of the Government's official record and may be redacted if requested under the Freedom of Information Act. Offerors are prohibited from video-taping or audio-recording their own oral presentation.

g. ORAL PRESENTATION INSTRUCTIONS

1. As a minimum, the offeror is required to respond to the sample tasks providing the information set forth below. However, the offeror is encouraged to suggest modifications to the suggested technical approach of the Sample Tasks that, which in the view of the offeror, would constitute an improved division of responsibilities or approach to achievement of the objectives while complying with USPTO's Systems Development Life Cycle (SDLC).
2. Describe in specific terms the manner in which you plan to accomplish the sample tasks technically and managerially, including meeting program objectives, identifying anticipated techniques, procedures, technical risks and mitigating activities, milestones, deliverables, resources, and tools that comply with USPTO's SDLC methodology. Identify in-house and subcontractor personnel support to accomplish the sample tasks. (See Section J.2.A.7, Attachment 7, Task Management Plan, to this solicitation for guidance.)
3. Provide a matrix break-out of the proposed labor mix by labor category and skill level for the sample tasks. Include man-hour totals by labor category and skill level. Provide a rationale and selection criteria for the proposed labor mix. No cost data is to be provided in this presentation.

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4. The offeror shall detail how it will conduct the preparations and screening of a staffing candidate list to arrive at a final recommendation of the pool composition.

L.10 Negotiation

To the extent deemed necessary by the Government, negotiations will be conducted with all offerors who are eligible to receive a contract award resulting from this solicitation.

L.11 Alternate Proposals

Alternate proposals will not be considered.

L.12 Amendments to Proposals

Any changes to a proposal made by an offeror after an initial submittal shall be accomplished by colored (colors such as gray, off-white, ecru, etc. which approximate the color white are not acceptable) replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment at the bottom of the changed pages.

L.13 Questions and Responses Concerning this Solicitation

Offerors must submit all questions concerning this RFP electronically to: IDEAI@uspto.gov. Questions submitted must identify the author and company name. All questions pertaining to this solicitation must be submitted no later than **6:00 AM EST. MONDAY, MARCH 17, 2008**. Questions received after this date and time will not be answered. All questions and responses will be posted electronically at:

<http://www.uspto.gov/web/offices/ac/comp/proc/ideai/ideaihom.htm>

and <http://www.fbo.gov/> by an amendment to the RFP. The identity of the author and associated company name submitting the question will not be posted. Late questions will not be considered; nor will the proposal due date be extended due to late questions. The USPTO requires the e-mail address of each company and their representative who submits a proposal in response to this RFP. Most correspondence concerning this RFP will be conducted by e-mail. The e-mail address may be placed in any cover letter that accomplishes the proposal.

OFFERORS ARE SPECIFICALLY INSTRUCTED TO CONTACT ONLY THE PERSON IN BLOCK 10 OF THE SF33 ABOUT ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD.

L.14 52.252-5 Authorized Deviations in Provisions (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by addition of "(Deviation)" after the date of the provision.

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation provision with an authorized deviation is indicated by the addition of "(Deviation)" after the name of the regulation.

L.15. Incumbent Contractors

The incumbent contractors are: Project Performance Corporation, 1760 Old Meadow Rd. Suite 400, McLean, VA 22102, Contract No. 50PAPT201026, and General Dynamics Information Technology Corporation, 3060 Williams Drive, Suite 600, Fairfax, VA 22031, Contract No. 50PAPT201006.

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L.16 Delivery of Proposal

All proposal documents shall be received no later than 2:00 p.m. Eastern Standard Time (EST), April 14, 2008.

The outer wrapping of each package/box of the offer shall cite the solicitation number (DOC52PAPT0801006). Failure to properly address the outer wrapping correctly may cause an offer to be misdirected.

Depending upon the mode of delivery, Offers should be addressed as follows:

U.S. Postal Service

U.S Patent and Trademark Office
Office of Procurement
Attn: Sylvia Van Dyke/Solicitation DOC52PAPT0801006
Mail Stop 6, Madison East Building
7th Floor, Rm 7B03
P.O. Box 1450
Alexandria, VA 22313-1450

Hand-Carried, Courier, or Non-USPS Mail Service

U.S. Patent and Trademark Office
Office of Procurement
Attn: Sylvia Van Dyke/Solicitation DOC52PAPT0801006
Madison East Building
7th Floor, RM 7B03
Alexandria, VA 22314

Upon arrival at the USPTO campus, please phone Sylvia Van Dyke on 571-272-6568.

If the Offeror elects to use any other means of delivery than the U.S. Postal Service mail, it assumes the full responsibility of insuring that the offer is received at the place, date, and time specified above. All visitor access to the USPTO facilities is controlled by security. When hand-carrying proposals, offerors must allow time to be processed through security.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Evaluation of Proposals

- a. Proposals submitted in response to this solicitation will be evaluated in accordance with the criteria listed below. The objective of the evaluation is to determine which proposals offer the best prospect for attainment of the objectives of the solicitation, price and other factors considered. Those proposals found to be technically unacceptable and not reasonably subject to being made acceptable will be eliminated from further consideration.
- b. A major item and/or gross omission which precludes meeting program objectives which cannot be corrected prior to or during negotiations without major revision or complete resubmission of the proposal will cause a proposal to be found technically unacceptable.
- c. Those offerors whose proposal evaluations indicate that they do not have a reasonable chance of being awarded the contract will be excluded from the competitive range.

M.2 Minimum Response Requirements

To be considered acceptable and eligible for award, an offeror must address separately all the factors set forth in accordance with Section L of this solicitation.

M.3 Evaluation of Individual Proposals

M.3.1 Technical Evaluation Factors

- a. Each proposal will be evaluated according to the evaluation criteria stated in Section M of the solicitation. The technical evaluation factors are as follows:
 1. Experience
 2. Past Performance
 3. Awards, Certifications, and Quality Recognition
 4. Sample Tasks (this factor will only apply to those offerors who have been included in the competitive range and will be presented in an oral presentation).
- b. The evaluation factors to be used in the evaluation process, in descending order of relative importance, are as follows:
 1. The Experience factor and the Past Performance factor are of equal value.
 2. The Experience factor and the Past Performance factor are more important than the Awards, Certifications, and Quality Recognition factor and the Sample Tasks factor.
 3. The Sample Tasks factor is more important than the Awards, Certifications, and Quality Recognition factor.
- c. All evaluation factors other than price, when combined, are significantly more important than price. The Government will perform concurrent but separate evaluations of each part of the proposal, including the price proposal. The strengths and weaknesses will be identified for all factors. All parts (Experience, Past Performance, Awards, Certifications, and Quality Recognition, and Price) of each proposal will be reviewed and analyzed.

M.3.2 Relative Capability of Competing Offers

The Government plans to award multiple contracts, reserving the right to award at least one or more to a small business, as a result of this solicitation. The Government will evaluate the relative capability of the competing offerors on the basis of the following factors:

M.3.2.1 Experience Factor

The evaluation of the Offeror's experience will be a subjective assessment of the offeror's ability to perform and experience in performing in the following (5) areas:

- a. Infrastructure
- b. Design
- c. Engineering
- d. Architecture
- e. Integration

M.3.2.2 Past Performance Factor

- a. The past performance information to be used are the Open Ratings Past Performance Evaluations.
- b. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will neither be evaluated favorably nor unfavorably on past performance.

M.3.2.3 Awards, Certifications, and Quality Recognition

The Government will evaluate the extent to which quality recognition, awards, and certifications received by the cognizant business unit (i.e., the legal entity proposing on this procurement) demonstrate evidence of the existence and application of high quality processes in delivering solutions to its customers, for example, ISO 9000, SEI – CMM, or Malcolm Baldrige National Quality Award. Emphasis will be placed on quality awards and certifications that are current and directly relevant to the IDEAI services proposed. National and international level awards and certifications will be considered more highly than local and regional awards. In addition, the Government will examine the source of the award or certification with self-assessment rankings receiving less credit than recognition/certifications received from an independent rating activity. Individual customer "letters of appreciation" and other forms of recognition that are not issued from organizations or agency or higher level (e.g. Department of Commerce) will not be considered.

M.3.3 Evaluation of the Price Proposal

A price analysis will be conducted to determine that the labor rates/prices are fair and reasonable.

M.3.4 Small Business Subcontracting Plan (applies only to large businesses proposing as the prime contractor).

- a. The Small Business Subcontracting Plan will be reviewed for compliance with instructions in Section L.9.2.3, the USPTO's requirements of 30% small business subcontracting goal, FAR 52.219-8 and FAR 52.219-9. The Small Business Subcontracting Plan will be determined to

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be “acceptable” or “not acceptable”. The Small Business Subcontracting Plan will not be evaluated pursuant to M.1. Evaluation of Proposals. However, offeror’s eligibility for award may be affected if the Small Business Subcontracting Plan is not acceptable.

b. Large businesses must propose a minimum of **30%** of total contracting dollars to be eligible for a contract award under this solicitation.

M.3.5 ANSI 748 Compliant Earned Value Management System (EVMS) Certification or Plan

The offeror’s ANSI 748 Compliant Earned Value Management System (EVMS) Certification or Plan will be reviewed for compliance with the instructions in Section L.9.2.4. The EVMS Certification or Plan will be determined to be “acceptable” or “not acceptable”. In determining whether a plan is “acceptable” or “not acceptable”, the offeror’s ability in this area will be determined based upon appropriateness, thoroughness, sufficiency, timeliness, and anticipated effectiveness to immediately achieve a compliant system. The EVMS Certification or Plan will not be evaluated pursuant to M.1 Evaluation of Proposals. However, the offeror’s eligibility for award may be affected if the Certification or Plan is not acceptable.

M.3.6 Other Evaluation Factors

Upon completion of the initial evaluation of proposals, the Government will invite those offerors who have been included in the competitive range to deliver an oral presentation on the Sample Tasks factor. The offeror will be evaluated on its ability to analyze the tasking objectives as stated in each of the Sample Tasks, and to provide the appropriate mix by labor category and skill level to meet those objectives. The offeror will be evaluated on insight, perceptiveness, ingenuity, creativity, and resourcefulness in identifying techniques, procedures, technical risks and mitigating activities, milestones, deliverables, resources, tools, and methodologies for accomplishment of the tasks both technically and managerially, and of any suggested modifications or alternative approaches to the suggested technical approach that would improve the division of responsibilities or approach to achievement of the stated objectives while complying with USPTO’s SDLC. The sample task factor rating and the preliminary overall rating will determine the final overall rating.

M.4 The Determination of Best Value

The Government will make a value/cost tradeoff analysis across all offerors’ proposals to identify and rank those proposals that offer the greatest value to the Government. All evaluation factors other than cost when combined are significantly more important than cost or price.

Award will be made to that responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government.

M.5 Responsibility

An offeror must be determined responsible according to the standards set forth in FAR 9.1 to be eligible for award.

M.6 Evaluation of Options (FAR 52.217-5) (JUNE 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government’s best interests, the Government will evaluate offers for award purposes for all options. Evaluation of options will not obligate the Government to exercise the option(s).